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October 20, 2015

Via Certified Mail

Gina McCarthy, Administrator  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Citizen Suit Coordinator  
Environment and Natural Resources Division  
Law and Policy Section  
P.O. Box 7415  
Ben Franklin Station  
Washington, D.C. 20044-7415

Hon. Eric Holder, Attorney General  
U.S. Department of Justice  
Citizen Suit Coordinator  
950 Pennsylvania Avenue, Room 2615, NW  
Washington, DC 20530

Re: *California Sportfishing Protection Alliance v. Trical, Inc., et al; USDC, NDCA,*  
*Case No. 5:15-cv-00065-NC*

Dear Citizen Suit Coordinators,

On or about October 20, 2015 the parties in the above-captioned case agreed to enter into a settlement agreement resolving this matter. Pursuant to the terms of the settlement agreement and 40 C.F.R. § 135.5, the enclosed document is being submitted to the United States Environmental Protection Agency and the U.S. Department of Justice for a 45-day review period. If you have any questions regarding the agreement, please feel free to contact me or counsel for Defendants listed below.

Sincerely,



Andrew L. Packard  
Attorneys for Plaintiff  
California Sportfishing Protection Alliance

cc: via First Class Mail:

Jared Blumenfeld, Regional Administrator, EPA Region 9

cc: via e-mail:

Robert Farrell, Counsel for Defendants  
Laurie Kermish, EPA Region 9



1 ANDREW L. PACKARD (State Bar No. 168690)  
2 MEGAN E. TRUXILLO (State Bar No. 275746)  
3 Law Offices of Andrew L. Packard  
4 100 Petaluma Blvd. N., Suite 301  
5 Petaluma, CA 94952  
6 Tel: (707) 763-7227  
7 Fax: (707) 763-9227  
8 E-mail: Andrew@packardlawoffices.com

9 Attorneys for Plaintiff  
10 CALIFORNIA SPORTFISHING  
11 PROTECTION ALLIANCE

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

11 CALIFORNIA SPORTFISHING  
12 PROTECTION ALLIANCE, a non-profit  
13 corporation,

14 Plaintiff,

15 vs.

16 TRICAL, INC., DEAN C. STORKAN  
17 and JOHN IVANCOVICH,

18 Defendants.

Case No. 5:15-cv-00065-NC

**[PROPOSED] CONSENT AGREEMENT**

(Federal Water Pollution Control Act,  
33 U.S.C. §§ 1251 to 1387)

21 **WHEREAS**, Plaintiff CALIFORNIA SPORTFISHING PROTECTION ALLIANCE  
22 (hereinafter "CSPA") is a non-profit public benefit corporation dedicated to the preservation,  
23 protection, and defense of the environment, wildlife, and natural resources of California's  
24 waters;

25 **WHEREAS**, Defendants TRICAL, INC., DEAN C. STORKAN, and JOHN  
26 IVANCOVICH (hereinafter "Trical") operate an approximately 8-acre chemical formulation  
27 and storage facility located in Hollister, California (the "Facility");

1           **WHEREAS**, CSPA and Defendants collectively shall be referred to as the “Parties;”

2           **WHEREAS**, the Facility collects and discharges storm water from the Facility into  
3 natural and constructed channels, which convey that storm water to the Pajaro River, and  
4 ultimately into Monterey Bay (a current map of the Facility is attached hereto as **Exhibit A** and  
5 incorporated herein by reference);

6           **WHEREAS**, storm water discharges associated with industrial activity are regulated  
7 pursuant to the National Pollutant Discharge Elimination System (“NPDES”), General Permit  
8 No. CAS000001 [State Water Resources Control Board], Water Quality Order  
9 No. 91-13-DWQ (as amended by Water Quality Order 92-12 DWQ, 97-03-DWQ and 14-57-  
10 DWQ, issued pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342 (hereinafter  
11 “General Permit”);

12           **WHEREAS**, effective July 1, 2015, the current General Permit is being revised per  
13 Water Quality Order No. 14-57-DWQ (hereinafter “Revised General Permit”);

14           **WHEREAS**, on or about October 29, 2014 Plaintiff provided notice of Defendants’  
15 violations of the Act (“Notice Letter”), and of its intention to file suit against Defendants and  
16 others, to the Administrator of the United States Environmental Protection Agency (“EPA”);  
17 the Administrator of EPA Region IX; the U.S. Attorney General; the Executive Director of the  
18 State Water Resources Control Board (“State Board”); the Executive Officer of the Regional  
19 Water Quality Control Board, Central Coast Region (“Regional Board”); and to Defendants, as  
20 required by the Act, 33 U.S.C. § 1365(b)(1)(A) (a true and correct copy of CSPA’s Notice  
21 Letter is attached as **Exhibit B** and incorporated herein by reference);

22           **WHEREAS**, Defendants deny the occurrence of the violations alleged in the Notice  
23 Letter and maintain that they have complied at all times with the provisions of the General  
24 Permit and the Clean Water Act;

25           **WHEREAS**, CSPA filed its complaint against Defendants herein in the United States  
26 District Court, Northern District of California on January 7, 2015 (this matter hereinafter  
27 referred to as ‘the Action’);

28



1 (“BMPs”):

2 (a) On or before July 1, 2015, Defendants shall implement all mandatory  
3 minimum BMPs set forth in Section X.H of the Revised General Permit;

4 (b) **Construction of Three Detention Ponds Directing All Storm Water**  
5 **Discharges From the Facility to A Single Discharge Point; Filtration BMPs At Facility**  
6 **Discharge Points.** On or before December 1, 2015, as a project Defendants shall construct  
7 three detention ponds that will collect all storm water generated at the Facility and discharge  
8 all such waters from the Facility at a single discharge point, as more fully described on **Exhibit**

9 C. The detention ponds shall have a manually-operated control valve installed at the Facility’s  
10 sole Discharge Point. Prior to discharge, all Facility storm waters shall flow to the detention  
11 pond which shall direct all flows through a filtration medium upgradient from the single point  
12 where the Facility’s storm waters discharge from the Facility. The Facility sampling point  
13 shall be located after filtration, and prior to the point of discharge from the Facility. The  
14 filtration medium shall consist of Filtrexx EnviroSoxx ([www.filtrexx.com/metals-removal/](http://www.filtrexx.com/metals-removal/))  
15 and Filtrexx PetroLoxx ([www.filtrexx.com/hydrocarbon-removal/](http://www.filtrexx.com/hydrocarbon-removal/)) or their equivalent as  
16 necessary subject to CSPA’s approval, which shall not be unreasonably withheld.<sup>1</sup>

17 Defendants’ construction drawings and calculations for the capacity of this storm water  
18 collection and retention system have been reviewed by a licensed engineer and are attached  
19 hereto as **Exhibit C**. In the event that these calculations prove inaccurate, or the collection and  
20 retention system should fail to achieve the design standards set forth herein, CSPA reserves the  
21 right to meet and confer with Defendants during the compliance monitoring period to resolve  
22 any such inaccuracies or design failures.

23 (c) **All Wash Waters Directed to Biodigester; Segregation of All Wash**

24 \_\_\_\_\_  
25 <sup>1</sup> Defendants acknowledge and understand that storm water filtration involves the proper  
26 selection, design, repair and placement of the filtration controls at issue. Accordingly,  
27 Defendants shall use all Filtrexx® products in a manner consistent with the Filtrexx  
28 International Standard Specifications and Design Criteria or their equivalent as necessary  
subject to CSPA’s approval, which shall not be unreasonably withheld. See  
[www.filtrexx.com](http://www.filtrexx.com)[www.filtrexx.com](http://www.filtrexx.com).



1 **Waters from Facility Storm Water.** Defendants shall continue to segregate all wash waters  
2 generated at the Facility from Facility storm water by directing all Facility wash waters to the  
3 biodigester identified on **Exhibit A**, prior to use for dust mitigation purposes. Defendants'  
4 calculations of the capacity of this non-storm water collection and retention system have been  
5 reviewed by a licensed engineer and are attached hereto as **Exhibit D**. In the event that these  
6 calculations prove inaccurate, or the collection and retention system should fail to fully  
7 segregate these non-storm waters from commingling with Facility storm waters, CSPA  
8 reserves the right to meet and confer with Defendants during the compliance monitoring period  
9 to resolve any such inaccuracies or design failures.

10 (d) **SWPPP Review & Revision.** Defendants shall revise the current SWPPP  
11 to incorporate all changes necessitated by this Agreement or the Revised General Permit,  
12 including (i) a revised Site Map that is fully compliant with the Revised General Permit; (ii)  
13 written protocols in the SWPPP for the cleaning of the biodigester; and (iii) the Facility's  
14 Hazardous Materials Business Plan shall be incorporated into the SWPPP by an appendix  
15 reference to its California Environmental Reporting System (CERS) web address.

16 (e) **Secondary Containment for Above Ground Storage Tanks.**  
17 Defendants shall ensure that all above ground storage tanks at the Facility have adequate  
18 secondary containment within the requirements of California Fire Code, California Code of  
19 Regulations, Title 24, Part 9, Section 2704.2.2.4, a current copy of which is attached hereto as  
20 **Exhibit E**.

21 (f) **Increased Training & Reporting.** Defendant shall require that the  
22 Facility's designated SWPPP Team Leader obtain formal certification as a Qualified SWPPP  
23 Practitioner ("QISP") on or before July 15, 2016. Defendants shall also increase training for  
24 the SWPP Team to avoid reporting errors, and shall convene bi-annual meetings of the  
25 SWPPT, on or about September 15<sup>th</sup> and January 15<sup>th</sup>.

26 (g) **Elimination of All Fugitive Storm Water Discharges From the**  
27 **Facility.** Defendants shall eliminate all Facility storm water discharge points other than at the  
28

1 detention pond(s) identified on the Site Map attached hereto as **Exhibit A**, including any  
2 discharge points along the property boundary with Highway 25. In the event that any such  
3 discharge points are discovered by Defendants or their agents during the term of this  
4 Agreement, the discharge points shall be promptly eliminated, with all efforts taken to  
5 eliminate such discharge points photographically documented and provided to CSPA as  
6 promptly as practicable.

7 (h) **Installation of Facility Rain Gauge.** Defendants shall install a fully-  
8 automated digital rain gage, collecting and incorporating in the SWPPP all records logged.

9 **3. SWPPP Amendments.** On or before December 1, 2015 Defendants shall  
10 amend the Facility SWPPP to incorporate all of the relevant requirements of this Agreement  
11 and the Revised General Permit, as well as revise the Facility map associated with the SWPPP.  
12 These revisions shall reflect all current site conditions and practices and identify potential  
13 Contaminants of Concern ("COC"), identify the location of all pervious and impervious areas,  
14 drop inlets, BMPs, and storm water flow vectors. These revisions shall also provide for  
15 monthly monitoring and maintenance of all Facility collection and discharge points; and bi-  
16 annual storm water management training for Facility employees.

17 **4. Heightened Sampling Frequency.** For the 2015-2016 and 2016-2017  
18 reporting years, Defendants shall collect and analyze samples from discharged storm water (if  
19 any) from three (3) Qualifying Storm Events<sup>2</sup> ("QSEs") within the first half of each reporting  
20 year (July 1 to December 31), if such QSEs occur, and three (3) QSEs within the second half of  
21 each reporting year (January 1 to June 30) if such QSEs occur. The storm water sample results  
22 shall be compared with the values set forth in **Exhibit F**, attached hereto, and incorporated  
23 herein by reference. If the results of any such samples exceed the parameter values set forth in  
24

25 \_\_\_\_\_  
26 <sup>2</sup> A Qualifying Storm Event (QSE) is defined in the Revised General Permit as a precipitation event  
27 that: (a) Produces a discharge for at least one drainage area; and (b) is preceded by 48 hours with no  
28 discharge from any drainage area. See Revised General Permit, Section XI(b)(1).



**Exhibit F**, Defendants shall comply with the “Action Memorandum” requirements set forth below.

5. **Sampling Parameters.** All samples required hereunder shall be analyzed for each of the constituents listed in **Exhibit F** by a laboratory accredited by the State of California. All samples collected from the Facility shall be delivered to the laboratory as soon as possible to ensure that sample “hold time” is not exceeded. Analytical methods used by the laboratory shall comply with General Permit Requirements in regards to both test method and detection limit. See Revised General Permit, Table 2, at 43. Sampling results shall be provided to CSPA within seven (7) business days of Defendants’ receipt of the laboratory report from each sampling event, pursuant to the Notice provisions below.

6. **“Action Memorandum” Trigger; CSPA Review of “Action Memorandum”; Meet-and-Confer.** If any sample taken during the two (2) reporting years referenced in Paragraph 4 above exceeds the evaluation levels set forth in **Exhibit F**, or if Defendants fail to collect and analyze samples from six (6) QSEs, if such occurs, then Defendants shall prepare a written statement discussing the exceedance(s) and/or failure to collect and analyze the requisite samples, the possible cause and/or source of the exceedance(s), and additional measures that will be taken to address and eliminate future exceedances and/or failures to collect required samples (“Action Memorandum”). The Action Memorandum shall be provided to CSPA not later than July 15 following the conclusion of each reporting year. Such additional measures may include, but are not limited to, further material improvements to the storm water collection and discharge system, changing the type and frequency of Facility sweeping, changing the type and extent of storm water filtration media or modifying other industrial activities or management practices at the Facility. Such additional measures, to the extent feasible, shall be implemented immediately and in no event later than sixty (60) days, after the due date of the Action Memorandum. Within seven (7) days of implementation, the Facility SWPPP shall be amended to include all additional BMP measures designated in the Action Memorandum. CSPA may review and comment on an

1 Action Memorandum and suggest any additional pollution prevention measures it believes are  
2 appropriate within 30 days of notice from Defendant that CSPA has 30 days to comment.  
3 Upon request by either Party, the Parties agree to meet and confer in good faith (at the Facility,  
4 if requested by Plaintiff) regarding the contents and sufficiency of the Action Memorandum.

5       **7. Inspections During The Term Of This Agreement.** In addition to any site  
6 inspections conducted as part of the settlement process and the meet-and-confer process  
7 concerning an Action Memorandum as set forth above, Defendants shall permit representatives  
8 of CSPA to perform up to two (2) physical inspections of the Facility during the term of this  
9 Agreement if any sample taken during the two (2) reporting years referenced in Paragraph 4  
10 above exceeds the evaluation levels set forth in **Exhibit F**, or if Defendants fail to collect and  
11 analyze samples from 6 (six) QSEs (or five, if they qualify for the exemption set forth in  
12 Paragraph 4 above). These inspections shall be performed by CSPA's counsel and consultants  
13 and may include sampling, and CSPA shall provide Defendants with a copy of all sampling  
14 reports. CSPA, during any of these inspections, may photograph and/or video portions of the  
15 Facility relating only to storm water, Defendants shall have the right to review such  
16 photographs and videos on-site at the end of the inspection, and for a period of 5 days, and  
17 request the deletion of any photographs or videos containing proprietary information, or to  
18 ensure compliance with the federal government's Chemical Facility Anti-Terrorism Standards  
19 program ("CFATS"). Such requests for the deletion of any photographs shall not be  
20 unreasonably withheld in light of the circumstances and the law. CSPA shall provide at least  
21 forty-eight (48) hours advance notice of such physical inspection, except that Defendants shall  
22 have the right to deny access if circumstances would make the inspection unduly burdensome  
23 and pose significant interference with business operations or any party/attorney, or the safety  
24 of individuals. In such case, Defendants shall specify at least three (3) dates within the two (2)  
25 weeks thereafter upon which a physical inspection by CSPA may proceed. Defendants shall  
26 not make any alterations to Facility conditions during the period between receiving CSPA's  
27 initial forty-eight (48) hour advance notice and the start of CSPA's inspection that Defendants

1 would not otherwise have made but for receiving notice of CSPA's request to conduct a  
2 physical inspection of the Facility, excepting any actions taken in compliance with any  
3 applicable laws or regulations. Nothing herein shall be construed to prevent Defendants from  
4 continuing to implement any BMPs identified in the SWPPP during the period prior to an  
5 inspection by CSPA or at any time.

6 **8. Defendants' Communications To/From Regional and State Water Boards.**

7 During the term of this Agreement, Defendants shall provide CSPA with copies of all  
8 documents submitted to, or received from, the Regional Water Board or the State Water Board  
9 concerning storm water discharges from the Facility, including, but not limited to, all  
10 documents and reports submitted to the Regional Water Board and/or State Water Board as  
11 required by the Revised General Permit (including uploads to the SMARTS database). Such  
12 documents and reports shall be provided to CSPA pursuant to the Notice provisions set forth  
13 below and contemporaneously with Defendants' submission(s) to, or, receipt from, such  
14 agencies.

15 **9. SWPPP Amendments.** Pursuant to the Notice provisions set forth below,  
16 Defendants shall provide CSPA with a copy of any amendments to the Facility SWPPP made  
17 during the term of the Agreement within fourteen (14) days of such amendment.

18 **10. [Reserved.]**

19 **II. MITIGATION, COMPLIANCE MONITORING AND FEES AND COSTS**

20 **11. Mitigation Payment In Lieu Of Civil Penalties.** As mitigation to address  
21 any potential harms from the Clean Water Act violations alleged in CSPA's Complaint,  
22 Defendants agree to pay the sum of \$55,000 to the Rose Foundation for Communities and the  
23 Environment ("Rose Foundation") for projects to improve water quality in the Pajaro River or  
24 the Monterey Bay. Such mitigation payment shall be remitted directly to the Rose Foundation  
25 at: Rose Foundation, Attn: Tim Little, 1970 Broadway, Suite 600, Oakland, CA 94612 within  
26 fifteen (15) days of the Court Approval Date.

27 **12. Compliance Monitoring Funding.** To defray CSPA's reasonable

investigative, expert, consultant and attorneys' fees and costs associated with monitoring Defendants' compliance with this Agreement, Defendants agree to contribute \$5,750 for each of the two Wet Seasons covered by this Agreement (\$11,500 total for the life of the Agreement), to a compliance monitoring fund maintained by counsel for CSPA as described below. Payment shall be made payable to the "Law Offices of Andrew L. Packard Attorney-Client Trust Account" and remitted to Plaintiff's counsel within fifteen (15) days of the Court Approval Date. Compliance monitoring activities may include, but shall not be limited to, site inspections, review of water quality sampling reports, review of annual reports, discussions with Defendants concerning the Action Memoranda referenced above, and potential changes to compliance requirements herein.

**13. Reimbursement of Fees & Costs.** Defendant agrees to reimburse CSPA in an amount of \$65,000 to defray CSPA's reasonable investigative, expert, consultant and attorneys' fees and costs, and all other costs incurred as a result of investigating the activities at the Facility, bringing the Action and negotiating a resolution in the public interest. CSPA shall provide the full invoices for such costs outlining a detailed explanation of the services provided, hourly rates and qualifications of personnel providing such services. Payment shall be made payable to the "Law Offices of Andrew L. Packard Attorney-Client Trust Account" and remitted to Plaintiff's counsel within fifteen (15) days of the Court Approval Date.

**III. DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT AGREEMENT**

**14.** With the exception of the timelines set forth above for addressing exceedances of values specified on **Exhibit C** and Action Memoranda, if a dispute under this Agreement arises, or either Party believes that a breach of this Agreement has occurred, the Parties shall meet and confer within seven (7) days of receiving written notification from the other Party of a request for a meeting to determine whether a violation has occurred and to develop a mutually agreed upon plan, including implementation dates, to resolve the dispute. If the Parties fail to meet and confer, or the meet-and-confer does not resolve the issue, after at least seven (7) days have passed after the meet-and-confer occurred or should have occurred, either



1 Party shall be entitled to all rights and remedies under the law, including filing a motion with  
2 the District Court of California, Northern District, which shall retain jurisdiction over the  
3 Action during the term of this Agreement. Such retention of jurisdiction shall be stated in the  
4 terms of the Stipulation and Order for dismissal of this Action. The Parties shall be entitled to  
5 seek fees and costs incurred in any such motion, and such fees and costs shall be awarded,  
6 pursuant to the provisions set forth in the then-applicable federal Clean Water Act and  
7 applicable case law interpreting such provisions.

8       **15. CSPA's Waiver and Release.** Upon the Court Approval Date of this  
9 Agreement, CSPA, on its own behalf and on behalf of its members, subsidiaries, successors,  
10 assigns, directors, officers, agents, attorneys, representatives, and employees, releases  
11 Defendant and its officers, directors, employees, shareholders, parents, subsidiaries, and  
12 affiliates, and each of its predecessors, successors and assigns, and each of their agents,  
13 attorneys, consultants, and other representatives (each a "Released Defendant Party") from,  
14 and waives all claims which arise from or pertain to the Action, including, without limitation,  
15 all claims for injunctive relief, damages, penalties, fines, sanctions, mitigation, fees (including  
16 fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed or  
17 which could have been claimed in this Action, for the alleged failure of Defendants to comply  
18 with the Clean Water Act at the Facility, up to the Court Approval Date.

19       **16. Defendant's Waiver and Release.** Upon the Court Approval Date of this  
20 Agreement, Defendant, on its own behalf and on behalf of any Released Defendant Party under  
21 its control, releases CSPA (and its officers, directors, employees, members, parents,  
22 subsidiaries, and affiliates, and each of their successors and assigns, and its agents, attorneys,  
23 and other representative) from, and waives all claims which arise from or pertain to the Action,  
24 including all claims for fees (including fees of attorneys, experts, and others), costs, expenses  
25 or any other sum incurred or claimed or which could have been claimed for matters associated  
26 with or related to the Action.

27       **17.** Within five (5) business days of the mutual execution of this Agreement,  
28



1 Plaintiff shall submit this Agreement to the United States Department of Justice ("DOJ") for  
2 the statutory 45-day agency review period set forth in 33 U.S.C. §1365(c) and submit a Notice  
3 of Settlement to the federal District Court.

4       **18.**       Within seven (7) days of the expiration of the agency review period, the Parties  
5 shall file with the Court a Stipulation and Order providing that:

6               a.       the Complaint and all claims therein shall be dismissed with prejudice  
7 pursuant to Federal Rule of Civil Procedure 41(a)(2); and,

8               b.       the Court shall retain and have jurisdiction over the Parties with respect to  
9 disputes arising under this Agreement. Nothing in this Agreement shall be construed as a  
10 waiver of any Party's right to appeal from an order that arises from an action to enforce the  
11 terms of this Agreement.

12 **IV. MISCELLANEOUS PROVISIONS**

13       **19.**       The Parties enter into this Agreement for the purpose of avoiding prolonged  
14 and costly litigation. Nothing in this Agreement shall be construed as, and Defendant  
15 expressly does not intend to imply, an admission as to any fact, finding, issue of law, or  
16 violation of law, nor shall compliance with this Agreement constitute or be construed as an  
17 admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law.  
18 However, this paragraph shall not diminish or otherwise affect the obligation, responsibilities,  
19 and duties of the Parties under this Agreement.

20       **20.**       The Agreement shall be effective upon mutual execution by all Parties. The  
21 Agreement shall terminate on the "Termination Date," which shall be September 30, 2017.

22       **21.**       The Agreement may be executed in one or more counterparts which, taken  
23 together, shall be deemed to constitute one and the same document. An executed copy of this  
24 Agreement shall be valid as an original.

25       **22.**       In the event that any one of the provisions of this Agreement is held by a court  
26 to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

27       **23.**       The language in all parts of this Agreement, unless otherwise stated, shall be  
28

1 construed according to its plain and ordinary meaning. This Agreement shall be construed  
2 pursuant to California law, without regarding to conflict of law principles.

3 24. The undersigned are authorized to execute this Agreement on behalf of their  
4 respective Parties and have read, understood and agreed to be bound by all of the terms and  
5 conditions of this Agreement.

6 25. All agreements, covenants, representations and warranties, express or implied  
7 oral or written, of the Parties concerning the subject matter of this Agreement are contained  
8 herein. This Agreement and its attachments are made for the sole benefit of the Parties, and  
9 other person or entity shall have any rights or remedies under or by reason of this Agreement  
10 unless otherwise expressly provided for therein.

11 26. **Notices.** Any notices or documents required or provided for by this Agreement  
12 or related thereto that are to be provided to CSPA pursuant to this Agreement shall be  
13 hand-delivered or sent by U.S. Mail, postage prepaid, and addressed as follows or, in the  
14 alternative, shall be sent by electronic mail transmission to the email addresses listed be

15 Bill Jennings, Executive Director  
16 California Sportfishing Protection Alliance  
17 3536 Rainier Avenue  
18 Stockton, CA 95204  
19 E-mail: DeltaKeep@me.com

20 With copies sent to:

21 Andrew L. Packard  
22 Law Offices of Andrew L. Packard  
23 100 Petaluma Boulevard North, Suite 301  
24 Petaluma, CA 94952  
25 Tel: (707) 763-7227  
26 E-mail: Andrew@packardlawoffices.com

27 Any notices or documents required or provided for by this Agreement  
28 are to be provided to Defendants pursuant to this Agreement  
postage prepaid, and addressed as follows or, in the altern  
transmission to the email addresses listed below:

John Ivancovich



1 TriCal, Inc.  
2 PO Box 1327  
3 Hollister, CA 95024  
4 E-mail: John@Trical.com

5 With copies sent to:  
6 Dennis Nino  
7 TriCal, Inc.  
8 PO Box 1327  
9 Hollister, CA 95024  
10 E-mail: D.Nino@sbcglobal.net

11 Each Party shall promptly notify the other of any change in the above-listed contact  
12 information.

13 27. Signatures of the Parties transmitted by facsimile or email shall be deemed  
14 binding.

15 28. No Party shall be considered to be in default in the performance of any of its  
16 obligations when a failure to perform is due to a "Force Majeure." A Force Majeure event is  
17 any circumstances beyond the Party's control, including, without limitation, any act of God,  
18 war, fire, earthquake, flood, and restraint by court order or public authority. A Force Majeure  
19 event does not include normal inclement weather, such as anything less than or equal to a  
20 100 year/24-hour storm event, or inability to pay. Any Party seeking to rely upon this  
21 paragraph shall have the burden of establishing that it could not reasonably have been expected  
22 to avoid, and which by exercise of due diligence has been unable to overcome, the Force  
23 Majeure.

24 29. If for any reason the Court should decline to approve this Agreement in the  
25 form presented, the Parties shall use their best efforts to work together to modify the  
26 agreement within thirty (30) days so that it is acceptable to the Court. If the Parties are unable  
27 to modify this Agreement in a mutually acceptable manner, this Agreement shall become null  
28 and void.

29 30. This Agreement shall be deemed to have been drafted equally by the Parties,

1 and shall not be interpreted for or against any Settling Party on the ground that any such party  
2 drafted it.

3 31. This Agreement and the attachments contain all of the terms and conditions  
4 agreed upon by the Parties relating to the matters covered by the Agreement, and supersede  
5 any and all prior and contemporaneous agreements, negotiations, correspondence,  
6 understandings, and communications of the Parties, whether oral or written, respecting the  
7 matters covered by this Agreement. This Agreement may be amended or modified only by a  
8 writing signed by the Parties or their authorized representatives.

9  
10 The Parties hereto enter into this Agreement and respectfully submit it to the Court for  
11 its approval and entry.

12 Dated: 19 Oct, 2015

California Sportfishing Protection Alliance

13

14

By: Bill Jennings

Bill Jennings, Executive Director

15

16 Dated: \_\_\_\_\_, 2015

TRICAL, INC.

17

18

By: \_\_\_\_\_

Paul Niday, Chief Operating Officer

19

20

DEAN STORKAN

21

By: \_\_\_\_\_

Dean C. Storkan

22

23

24

JOHN IVANCOVICH

25

By: \_\_\_\_\_

John Ivancovich

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27

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1 and shall not be interpreted for or against any Settling Party on the ground that any such party  
2 drafted it.

3 31. This Agreement and the attachments contain all of the terms and conditions  
4 agreed upon by the Parties relating to the matters covered by the Agreement, and supersede  
5 any and all prior and contemporaneous agreements, negotiations, correspondence,  
6 understandings, and communications of the Parties, whether oral or written, respecting the  
7 matters covered by this Agreement. This Agreement may be amended or modified only by a  
8 writing signed by the Parties or their authorized representatives.

9  
10 The Parties hereto enter into this Agreement and respectfully submit it to the Court for  
11 its approval and entry.

12 Dated: \_\_\_\_\_, 2015

California Sportfishing Protection Alliance

14 By: \_\_\_\_\_

Bill Jennings, Executive Director

16 Dated: Oct. 16, 2015

TRICAL, INC.

18 By: \_\_\_\_\_

Paul Niday, Chief Operating Officer

20 DEAN STORKAN

21 By: \_\_\_\_\_

Dean C. Storkan



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**EXHIBIT A – Facility Site Map**





**Legend**

- Coconut Blanket & Wall
- Rock Check Dam every 20'
- Sand Bag Dam to Direct Flow in Pond
- Rock Check Dam
- Direction of Flow in Swale
- Direction of Chainup Flow

Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Hollister, CA 2014	3.22	3.22	2.69	3.25	0.4	0.1	0	0.01	0.2	0.72	1.86	2.63	18.3

**TME**  
**Soil & Water M...**  
**Land Restoration**  
 9335 Elder Ct  
 Sacramento, Calif  
 Project Director: E...  
 916-381-3400  
 916-381-3750  
 bsimley@tme1.com  
 www.tme1.co

Project: **TriCal Hollis**  
 8770 Hwy 25  
 Hollister, CA

WDID#

Latitude: 36°56'37.27"N  
 Longitude: 121°30'14.73"W  
 13 Acres

**Beth Smiley, QSD #50**



TME File Number:

Supervisor: B.S. Designed: B.Y. Drawn: B.Y. Checked: B.S.  
 Date: 1/12/15 Scale: N.T.S.

Sheet Title: **SWPPP Map**

Reference North:





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**EXHIB**

**Notice of Violation and Intent to Sue Letter**



October 29, 2014

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Trical, Inc.  
P.O. Box 1327  
Hollister, CA 95024

Dean C. Storkan, President and  
Registered Agent for Service of Process  
Trical, Inc.  
8770 Hwy 25  
Hollister, CA 95024

John Ivancovich, Safety Manager  
Trical, Inc.  
8770 Hwy 25  
Hollister, CA 95024

Trical Soil Fumigation  
8770 Hwy 25  
Hollister, CA 95024

Re: Notice of Violations and Intent to Suit Under the Federal Water  
Pollution Control Act

Dear Mr. Storkan and Mr. Ivancovich:

I am writing on behalf of the California Sportfishing Protection Alliance ("CSPA") in regard to violations of the Clean Water Act ("the Act") occurring at Trical, Inc.'s ("Trical") facility located at 8770 Highway 25 in Hollister, California, 95024 ("the Facility"). The WDID number for the Facility is 000345. CSPA is a non-profit public benefit corporation dedicated to the protection and defense of the environment, wildlife and natural resources in California waters, including Carnadero Creek, the Pajaro River, and the Monterey Bay. This letter is being sent to you as the responsible owners, officers, or operators of Trical, Inc., Dean C. Storkan, John Ivancovich and others. Unless otherwise noted, Trical, Inc. and its subsidiaries shall hereinafter be collectively referred to as "Trical".

This letter addresses Trical's unlawful discharge of pollutants from the Facility into natural and constructed channels, which discharge water to Carnadero Creek, which flows to the Pajaro River, which ultimately discharges into Monterey Bay. Trical is in ongoing violation of the substantive and procedural requirements of the Clean Water Act,



33 U.S.C. § 1251 *et seq.*, and National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001, State Water Resources Control Board Water Quality Order No. 91-13-DWQ, as amended by Order No. 97-03-DWQ (“General Permit” or “General Industrial Storm Water Permit”). Section 505(b) of the Clean Water Act provides that sixty (60) days prior to the initiation of a civil action under Section 505(a) of the Act (33 U.S.C. § 1365(a)), a citizen must give notice of its intent to file suit. Notice must be given to the alleged violator, the U.S. Environmental Protection Agency, and the State in which the violations occur. *See* 40 C.F.R. § 135.2.

As required by the Clean Water Act, this Notice of Violation and Intent to File Suit provides notice of the violations that have occurred, and continue to occur, at the Facility. Consequently, Trical, Inc., Dean C. Storkan, John Ivancovich and Trical Soil Fumigation are hereby placed on formal notice by CSPA, after the expiration of sixty (60) days from the date of this Notice of Violation and Intent to File Suit, CSPA intends to file suit in federal court against Trical, Inc., Dean C. Storkan, John Ivancovich and Trical Soil Fumigation under Section 505(a) of the Clean Water Act (33 U.S.C. § 1365(a)), for violations of the Clean Water Act and the General Permit. These violations are described more fully below.

## **I. Background.**

### **A. The Clean Water Act.**

Under the Act, it is unlawful to discharge pollutants from a “point source” to navigable waters without obtaining and complying with a permit governing the quantity and quality of discharges. *Trustees for Alaska v. EPA*, 749 F.2d 549, 553 (9th Cir. 1984). Section 301(a) of the Clean Water Act prohibits “the discharge of any pollutant by any person . . .” except as in compliance with, among other sections of the Act, Section 402, the NPDES permitting requirements. 33 U.S.C. § 1311(a). The permit requirement extends to “[a]ny person who discharges or proposes to discharge pollutants. . . .” 40 C.F.R. § 122.30(a).

The term “discharge of pollutants” means “any addition of any pollutant to navigable waters from any point source.” 33 U.S.C. § 1362(12). Pollutants are defined to include, among other examples, a variety of metals, chemical wastes, biological materials, heat, rock, and sand discharged into water. 33 U.S.C. § 1362(6). A point source is defined as “any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, [or] conduit . . . from which pollutants are or may be discharged.” 33 U.S.C. § 1362(14). “Navigable waters” means “the waters of the United States” and includes, for example, traditionally navigable waters and tributaries to such waters. U.S.C. § 1362(7); 33 C.F.R. § 328.333 (a)(1)-(7). Navigable waters under the Act include man-made waterbodies and any tributaries or waters adjacent to other waters of the United States. *See Headwaters, Inc. v Talent Irrigation Dist.*, 243 F.3d 526, 533 (9th Cir. 2001).



CSPA is informed and believes, and thereupon alleges, that Trical has discharged, and continues to discharge, pollutants from the Facility to waters of the United States, through point sources, in violation of the terms of the General Permit, every day that there has been or will be any measurable discharge of storm water from the Facility since at least March 4, 1992. Each discharge, on each separate day, is a separate and distinct violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a). These unlawful discharges are ongoing. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Trical is subject to penalties for violations of the Act since October 29, 2009.

#### **B. Trical Facility, Water Quality Standards, and EPA Benchmarks**

The Facility is located at 8770 Highway 25 in the city of Hollister and discharges indirectly to the Pajaro River. The Facility falls under Standard Industrial Classification (“SIC”) Code 2879 (“Nitrogenous and Phosphatic Basic Fertilizers, Mixed Fertilizer, Pesticides, and Other Agricultural Chemicals”). Accordingly Trical must analyze storm water samples for total suspended solids (“TSS”), pH, Specific Conductance (“SC”), and total organic carbon (“TOC”) or oil and grease (“O&G”), in addition to Iron, Nitrate and Nitrite Nitrogen, Lead, Zinc, and Phosphorous. *See* General Permit, Section B(5)(c)(i) - (iii) and at Table D, Sections M and N. Trical submitted a Notice of Intent (“NOI”) to discharge under the General Permit in 1992. CSPA’s investigations into the industrial activities at Trical’s approximately thirteen-acre Facility indicate that the Facility is used to manufacture, handle, and store soil fumigant chemicals. The Facility is also used to process and store scrap metal. Furthermore, the Facility is used to store and process waste engine fluids, and shop solvents. Trical collects and discharges storm water from the Facility through at least five (5) discharge points into natural and constructed channels, which convey that storm water to Carnadero Creek, which flows to the Pajaro River, which ultimately flows into Monterey Bay. The Pajaro River and Monterey Bay are waters of the United States within the meaning of the Clean Water Act.

The Central Coast Regional Water Quality Control Board (“Regional Board”) has established water quality standards for the Pajaro River and Monterey Bay in the “Water Quality Control Plan for the Central Coast Basin” (“Basin Plan”). The Basin Plan incorporates in its entirety the State Board’s “Water Quality Control Plan for Ocean Waters of California” (“Ocean Plan”). The Ocean Plan “sets forth limits or levels of water quality characteristics for ocean waters to ensure the reasonable protection of beneficial uses and the prevention of nuisance. The discharge of waste shall not cause violation of these objectives.” *Id.* at 4. The Ocean Plan limits the concentration of organic materials in marine sediment to levels that would not degrade marine life. *Id.* at 6. The Basin Plan establishes ocean water quality objectives, including that dissolved oxygen is not to be less than 7.0 mg/l and pH must be between 7.0 - 8.5 s.u. *Id.* at III-2. It also establishes that toxic metal concentrations in marine habitats shall not exceed: Cu – 0.01 mg/L; Pb – 0.01 mg/L; Hg – 0.0001 mg/L; Ni – 0.002 mg/L; and, Zn – 0.02 mg/L. *Id.* at III-12.

The Basin Plan provides maximum contaminant levels (“MCLs”) for organic concentrations and inorganic and fluoride concentrations, not to be exceeded in domestic or municipal supply. *Id.* at III-6 - III-7. It requires that water designated for use as domestic or municipal supply shall not exceed the following maximum contaminant levels: aluminum – 1.0 mg/L; arsenic - 0.05 mg/L; lead - 0.05 mg/L; and mercury - 0.002 mg/L. *Id.* at III-7. The EPA has also issued recommended water quality criterion MCLs, or Treatment Techniques, for mercury - 0.002 mg/L; lead – 0.015 mg/L; chromium – 0.1 mg/L; and, copper – 1.3 mg/L.

The EPA has also issued a recommended water quality criterion for aluminum for freshwater aquatic life protection of 0.087 mg/L. In addition, the EPA has established a secondary MCL, consumer acceptance limit for aluminum - 0.05 mg/L to 0.2 mg/L, and for zinc - 5.0 mg/L. See <http://www.epa.gov/safewater/mcl.html>. Finally, the California Department of Health Services has established the following MCL, consumer acceptance levels: aluminum – 1 mg/L (primary) and 0.2 mg/L (secondary); chromium – 0.5 mg/L (primary); copper – 1.0 mg/L (secondary); iron – 0.3 mg/L; and zinc – 5.0 mg/L. See California Code of Regulations, title 22, §§ 64431, 64449.

The California Toxics Rule (“CTR”), issued by the EPA in 2000, establishes numeric receiving water limits for certain toxic pollutants in California surface waters. 40 C.F.R. § 131.38. The CTR establishes the following numeric limits for freshwater surface waters: arsenic – 0.34 mg/L (maximum concentration) and 0.150 mg/L (continuous concentration); chromium (III) – 0.550 mg/L (maximum concentration) and 0.180 mg/L (continuous concentration); copper – 0.013 mg/L (maximum concentration) and 0.009 mg/L (continuous concentration); and lead – 0.065 mg/L (maximum concentration) and 0.0025 mg/L (continuous concentration), subject to water hardness.

The Regional Board has identified waters of the Central Coast as failing to meet water quality standards for pollutant/stressors such as unknown toxicity, numerous pesticides, and mercury.<sup>1</sup> Discharges of pollutants into a surface water body may be deemed a “contribution” to an exceedance of the CTR, an applicable water quality standard, and may indicate a failure on the part of a discharger to implement adequate storm water pollution control measures. See *Waterkeepers Northern Cal. v. Ag Indus. Mfg., Inc.*, 375 F.3d 913, 918 (9th Cir. 2004); see also *Waterkeepers Northern Cal. v. Ag Indus. Mfg., Inc.*, 2005 WL 2001037 at \*3, 5 (E.D. Cal., Aug. 19, 2005) (finding that a discharger covered by the General Industrial Storm Water Permit was “subject to effluent limitations as to certain pollutants, including zinc, lead, copper, aluminum and lead” under the CTR).

The General Permit incorporates benchmark levels established by EPA as guidelines for determining whether a facility discharging industrial storm water has implemented the requisite best available technology economically achievable (“BAT”)

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<sup>1</sup> See [http://www.waterboards.ca.gov/water\\_issues/programs/tmdl/2010state\\_ir\\_reports/category5\\_report.shtml](http://www.waterboards.ca.gov/water_issues/programs/tmdl/2010state_ir_reports/category5_report.shtml).

and best conventional pollutant control technology ("BCT"). The following benchmarks have been established for pollutants discharged by Trical: Total Suspended Solids – 100 mg/L; oil & grease – 15.0 mg/L. The State Water Quality Control Board has also proposed adding a benchmark level for specific conductance of 200 µmhos/cm and total organic carbon – 110 mg/L. Additional EPA benchmark levels have been established for other parameters that CSPA believes are being discharged from the Facility, including but not limited to: pH – 6.0 – 9.0 s.u, Iron – 1.0 mg/L, Nitrate + Nitrite Nitrogen – 0.68 mg/L, Lead – 1.0 mg/L, Zinc – 0.117 mg/L (Hardness dependent), Phosphorous – 2.0 mg/L.

## **II. Trical's Violations of the General Permit.**

Based on its review of available public documents, CSPA is informed and believes that Trical is in ongoing violation of both the substantive and procedural requirements of the Clean Water Act, as discussed in detail below.

### **A. Trical Has Discharged Storm Water Containing Pollutants in Violation of Effluent Limitation B(3), Discharge Prohibition A(2), and Receiving Water Limitations C(1) and C(2).**

The General Permit prohibits any discharges of storm water associated with industrial activities that have not been subjected to BAT or BCT. Effluent Limitation B(3) of the General Permit requires dischargers to reduce or prevent pollutants in their storm water discharges through implementation of BAT for toxic and nonconventional pollutants and BCT for conventional pollutants. BAT and BCT include both nonstructural and structural measures. General Permit, Section A(8). Conventional pollutants are TSS, Oil & Grease ("O&G"), pH, biochemical oxygen demand ("BOD"), and fecal coliform. 40 C.F.R. § 401.16. All other pollutants are either toxic or nonconventional. *Id.*; 40 C.F.R. § 401.15.

Further, Discharge Prohibition A(1) of the General Permit provides: "Except as allowed in Special Conditions (D.1.) of this General Permit, materials other than storm water (non-storm water discharges) that discharge either directly or indirectly to waters of the United States are prohibited. Prohibited non-storm water discharges must be either eliminated or permitted by a separate NPDES permit." Special Conditions D(1) of the General Permit sets forth the conditions that must be met for any discharge of non-storm water to constitute an authorized non-storm water discharge. Discharge Prohibition A(2) provides: "Storm water discharges and authorized non-storm water discharges shall not cause or threaten to cause pollution, contamination, or nuisance."

Receiving Water Limitation C(1) of the General Permit prohibits storm water discharges and authorized non-storm water discharges to surface or groundwater that adversely impact human health or the environment. Receiving Water Limitation C(2) of the General Permit also prohibits storm water discharges and authorized non-storm water discharges that cause or contribute to an exceedance of any applicable water quality

standards contained in a Statewide Water Quality Control Plan or the applicable Regional Board's Basin Plan.

Trical has discharged and continues to discharge storm water with unacceptable levels of Total Suspended Solids, Specific Conductance, and Oil and Grease in violation of the General Permit. These high pollutant levels have been documented during significant rain events, including the rain events indicated in the table of rain data attached hereto as Attachment A. Trical's Annual Reports and Sampling and Analysis Results confirm discharges of specific pollutants in violation of the Permit provisions listed above. Self-monitoring reports under the Permit are deemed "conclusive evidence of an exceedance of a permit limitation." *Sierra Club v. Union Oil*, 813 F.2d 1480, 1493 (9th Cir. 1988).

The following discharges of pollutants from the Facility have violated Effluent Limitation B(3), Discharge Prohibition A(2) and/or Receiving Water Limitations C(1) and C(2) of the General Industrial Storm Water Permit:

**1. Discharge of Storm Water Containing Total Suspended Solids (TSS) at Concentration in Excess of Applicable EPA Benchmark Value.**

Date	Discharge Point	Parameter	Concentration in Discharge	Benchmark Value
5/10/2010	A	TSS	168 mg/L	100 mg/l
5/10/2010	B	TSS	109 mg/L	100 mg/l
5/10/2010	C	TSS	262 mg/L	100 mg/l
5/10/2010	D	TSS	228 mg/L	100 mg/l
5/25/2010	B	TSS	266 mg/L	100 mg/l
3/24/2011	A	TSS	416 mg/L	100 mg/l
3/24/2011	B	TSS	392 mg/L	100 mg/l
3/24/2011	C	TSS	613 mg/L	100 mg/l
3/24/2011	D	TSS	344 mg/L	100 mg/l
1/20/2012	A	TSS	304 mg/L	100 mg/L



1/20/2012	B	TSS	304 mg/L	100 mg/L
1/20/2012	C	TSS	266 mg/L	100 mg/L
2/29/2012	A	TSS	244 mg/L	100 mg/L
2/29/2012	B	TSS	395 mg/L	100 mg/L
2/29/2012	C	TSS	101 mg/L	100 mg/L
2/29/2012	D	TSS	244 mg/L	100 mg/L
10/10/2012	A	TSS	910 mg/L	100 mg/L
10/10/2012	B	TSS	2414 mg/L	100 mg/L
10/10/2012	C	TSS	1514 mg/L	100 mg/L
10/10/2012	D	TSS	1222 mg/L	100 mg/L
11/28/2012	A	TSS	388 mg/L	100 mg/L
11/28/2012	B	TSS	314 mg/L	100 mg/L
11/28/2012	C	TSS	275 mg/L	100 mg/L
11/28/2012	D	TSS	604 mg/L	100 mg/L
2/06/2014	A	TSS	593 mg/L	100 mg/L
2/06/2014	B	TSS	922 mg/L	100 mg/L
2/06/2014	C	TSS	632 mg/L	100 mg/L
2/06/2014	D	TSS	1068 mg/L	100 mg/L
2/06/2014	E	TSS	1136 mg/L	100 mg/L
2/26/2014	A	TSS	2410 mg/L	100 mg/L

2/26/2014	B	TSS	572 mg/L	100 mg/L
2/26/2014	C	TSS	2366 mg/L	100 mg/L
2/26/2014	D	TSS	6574 mg/L	100 mg/L
2/26/2014	E	TSS	1346 mg/L	100 mg/L

**2. Discharge of Storm Water Containing Specific Conductance (SC) at Concentration in Excess of Applicable EPA Benchmark Value.**

Date	Discharge Point	Parameter	Concentration in Discharge	Benchmark Value
5/10/2010	A	SC	566 µmhos/cm	200 µmhos/cm
5/10/2010	B	SC	295 µmhos/cm	200 µmhos/cm
5/10/2010	A	SC	845 µmhos/cm	200 µmhos/cm
5/10/2010	D	SC	2710 µmhos/cm	200 µmhos/cm
5/25/2010	B	SC	994 µmhos/cm	200 µmhos/cm
3/24/2011	A	SC	665 µmhos/cm	200 µmhos/cm
3/24/2011	C	SC	404 µmhos/cm	200 µmhos/cm
3/24/2011	D	SC	372 µmhos/cm	200 µmhos/cm
1/20/2012	A	SC	609 µmhos/cm	200 µmhos/cm
1/20/2012	B	SC	345 µmhos/cm	200 µmhos/cm
1/20/2012	C	SC	850 µmhos/cm	200 µmhos/cm
2/29/2012	A	SC	525 µmhos/cm	200 µmhos/cm
2/29/2012	B	SC	264 µmhos/cm	200 µmhos/cm

2/29/2012	C	SC	8838 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/29/2012	D	SC	1597 $\mu$ mhos/cm	200 $\mu$ mhos/cm
10/10/2012	A	SC	641 $\mu$ mhos/cm	200 $\mu$ mhos/cm
10/10/2012	B	SC	704 $\mu$ mhos/cm	200 $\mu$ mhos/cm
10/10/2012	C	SC	383 $\mu$ mhos/cm	200 $\mu$ mhos/cm
10/10/2012	D	SC	1068 $\mu$ mhos/cm	200 $\mu$ mhos/cm
11/28/2012	A	SC	737 $\mu$ mhos/cm	200 $\mu$ mhos/cm
11/28/2012	C	SC	638 $\mu$ mhos/cm	200 $\mu$ mhos/cm
11/28/2012	D	SC	489 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/06/2014	A	SC	489 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/06/2014	C	SC	345 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/06/2014	D	SC	417 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/06/2014	E	SC	517 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/26/2014	A	SC	764 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/26/2014	B	SC	642 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/26/2014	C	SC	682 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/26/2014	D	SC	1241 $\mu$ mhos/cm	200 $\mu$ mhos/cm
2/26/2014	D	SC	1026 $\mu$ mhos/cm	200 $\mu$ mhos/cm

**3. Discharge of Storm Water Containing Oil and Grease (O&G) at Concentration in Excess of Applicable EPA Benchmark Value.**

<b>Date</b>	<b>Discharge Point</b>	<b>Parameter</b>	<b>Concentration in Discharge</b>	<b>Benchmark Value</b>
2/29/2012	C	O&G	15.1 mg/L	15 mg/l
10/10/2012	B	O&G	16.1 mg/L	15 mg/l
10/10/2012	C	O&G	37.1 mg/L	15 mg/l
11/28/2012	D	O&G	15.7 mg/L	15 mg/l
2/06/2014	D	O&G	30.9 mg/L	15 mg/l
2/06/2014	E	O&G	27.9 mg/L	15 mg/l
2/26/2014	C	O&G	26.4 mg/L	15 mg/l

The above samples demonstrate violations of Effluent Limitation B(3). CSPA's investigations, including a review of Trical's analytical results documenting pollutant levels in the Facility's storm water discharges well in excess of EPA's Benchmark values and the State Board's proposed benchmark level for Specific Conductivity, indicates that Trical has not implemented BAT and BCT at the Facility for its discharges of Total Suspended Solids, Specific Conductance, and Oil and Grease in violation of Effluent Limitation B(3) of the General Permit. Trical was required to have implemented BAT and BCT by no later than October 1, 1992 or the start of its operations. Thus, Trical is discharging polluted storm water associated with its industrial operations without having implemented BAT and BCT.

The above samples may also constitute violations of Receiving Water Limitation C(2) of the General Permit, with respect to the discharge of parameters for which Trical has failed to undertake testing and which cause or contribute to an exceedance of applicable water quality standards, including CTR limits. The above samples also establish violations of Receiving Water Limitation C(1) of the General Permit, because such discharges adversely impact human health or the environment, and Discharge Prohibition A (2) because the discharges cause or threaten to cause pollution, contamination or nuisance.

CSPA is informed and believes that Trical has known that its storm water contains pollutants at levels exceeding EPA Benchmarks and other water quality criteria



since at least October 29, 2009. CSPA alleges that such violations also have occurred and will occur on other rain dates, including during every single significant rain event that has occurred since October 29, 2009, and that will occur at the Facility subsequent to the date of this Notice of Violation and Intent to File Suit. Attachment A, attached hereto, sets forth each of the specific rain dates on which CSPA alleges that Trical has discharged storm water containing impermissible levels of Total Suspended Solids, Specific Conductance, Oil and Grease in violation Effluent Limitation B(3), Discharge Prohibition A(2) and Receiving Water Limitations C(1) and C(2) of the General Permit.

These unlawful discharges from the Facility are ongoing. Each discharge of storm water containing any pollutants from the Facility without the implementation of BAT/BCT constitutes a separate violation of the General Permit and the Act. Each violation in excess of receiving water limitations and discharge prohibitions is likewise a separate and distinct violation of the Act. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Trical is subject to penalties for violations of the General Permit and the Act since October 29, 2009.

**B. Trical Has Failed to Implement an Adequate Monitoring & Reporting Plan.**

Section B of the General Industrial Storm Water Permit requires that dischargers develop and implement an adequate Monitoring and Reporting Plan by no later than October 1, 1992 or the start of operations. Sections B(3), B(4) and B(7) require that dischargers conduct regularly scheduled visual observations of non-storm water and storm water discharges from the Facility and to record and report such observations to the Regional Board. Section B(5)(a) of the General Permit requires that dischargers “shall collect storm water samples during the first hour of discharge from (1) the first storm event of the wet season, and (2) at least one other storm event in the wet season. All storm water discharge locations shall be sampled.” Section B(5)(c)(i) further requires that the samples shall be analyzed for total suspended solids, pH, specific conductance, and total organic carbon. Oil and grease may be substituted for total organic carbon. Section B(5)(c)(ii) of the General Permit further requires dischargers to analyze samples for all “[t]oxic chemicals and other pollutants that are likely to be present in storm water discharges in significant quantities.” Section B(10) of the General Permit provides that “Facility operators shall explain how the Facility’s monitoring program will satisfy the monitoring program objectives of [General Permit] Section B.2.”

Based on their investigations, CSPA is informed and believes that Trical has failed to develop and implement an adequate Monitoring & Reporting Plan. As an initial matter, based on its review of publicly available documents, CSPA is informed and believes that Trical has failed to collect storm water samples during at least two qualifying storms events, as defined by the General Permit, during at least three of the past five Wet Seasons. Second, based on their review of publicly available documents, CSPA is informed and believes that Trical has failed to conduct the monthly visual

monitoring of storm water discharges and the quarterly visual observations of unauthorized non-storm water discharges required under the General Permit during the past five Wet Seasons.

Moreover, Trical has failed to analyze storm water samples for all required constituents. As a facility enrolled under SIC Code 2879 Trical must also analyze samples for Iron, Nitrate and Nitrite Nitrogen, Lead, Zinc, and Phosphorous. *See* General Permit, Section B(5)(c)(iii) and Table D, Section N. It has failed to do so on every occasion that it sampled since October 29, 2009. Finally, based on its review of publicly available documents, CSPA is informed and believes that Trical has failed to analyze samples for other pollutants that are likely to be present in significant quantities in the storm water discharged from the Facility, including Biological Oxygen Demand, Chemical Oxygen Demand, Phosphates, Ammonia, Hydrobromic Acid, Picric Acid, 1,3-dichloropropene, Chlorine, Sodium Hypochlorite and any adhesives, emulsifiers, fumigants and waste engine oil.

Each of these failures constitutes a separate and ongoing violation of the General Permit and the Act. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the Clean Water Act, Trical is subject to penalties for violations of the General Permit and the Act since October 29, 2009. These violations are set forth in greater detail below.

**1. Trical Has Failed to Collect Qualifying Storm Water Samples During at Least Two Rain Events During Three of The Last Five Wet Seasons, and Has Failed to Sample from All Required Discharge Points.**

Based on its review of publicly available documents, CSPA is informed and believes that Trical has failed to collect storm water samples from all discharge points during at least two qualifying rain events at the Facility during four of the past five Wet Seasons, as required by the General Permit. This is so, even though there were many qualifying storm events from which to sample (discussed further below).

In four of the past five Wet Seasons, Trical reported that the Facility did not sample the first qualifying storm event of the season in violation of the General Permit, each time claiming that the first qualifying storm event occurred outside of scheduled facility operating hours. However, based upon its review of publicly available rainfall data, CSPA is informed and believes that this cannot be true.

Further, based on its investigation, CSPA is informed and believes that storm water discharges from the Facility at points other than the four sampling points currently designated by Trical. These failures to adequately monitor storm water discharges constitute separate and ongoing violations of the General Permit and the Act.

**2. Trical Has Failed to Conduct the Monthly Wet Season Observations of Storm Water Discharges Required by the General Permit.**

The General Permit requires dischargers to “visually observe storm water discharges from one storm event per month during the Wet Season (October 1 – May 30).” General Permit, Section B(4)(a). As evidenced by the entries on Form 4 Monthly Visual Observations contained in Trical’s Annual Reports for five of the last five Wet Seasons, CSPA is informed and believes that Trical has failed to comply with this requirement of the General Permit.

Specifically, Trical failed to conduct monthly visual observations of discharges from qualifying storm events for all months during five of the past five Wet Seasons as required by the General Permit. Instead, Trical either completely failed to document visual observations at all, or documented its visual observations of storm water that discharged during non-qualifying storm events during five of the past five Wet Seasons. However, based on publicly available rainfall data, CSPA is informed and believes that there were many qualifying storm events during each of these Wet Seasons that Trical could have observed.

For example, Trical reported in its 2009-2010 Annual Report that, except for the month of May, it did not observe a discharge or there was no rain during the entire Wet Season. Based on its investigation of publicly available rainfall data, CSPA is informed and believes that this could not be possible because there were numerous significant rainfall events during those months. *See* Attachment A. Trical’s failure to conduct this required monthly Wet Season visual monitoring extends back to at least October 29, 2009, and has caused and continues to cause multiple, separate and ongoing violations of the General Permit and the Act.

**3. Trical’s Failure to Analyze Storm Water Samples for All Required Constituents.**

Trical has failed to analyze storm water samples for all required constituents. Specifically, it has failed to ever analyze samples for Iron, Nitrate + Nitrite Nitrogen, Lead, Zinc, and Phosphorous, as required for facilities enrolled under SIC Codes 2879. *See* General Permit, Section B(5)(c)(iii) and Table D, Section N. It has failed to do so on every occasion that it sampled since October 29, 2009. In addition, CSPA is informed and believes that Trical has failed to analyze samples for other pollutants that are likely to be present in significant quantities in the storm water discharged from the Facility, including Biological Oxygen Demand, Chemical Oxygen Demand, Phosphates, Ammonia, Hydrobromic Acid, Picric Acid, 1,3-dichloropropene, Chlorine, Sodium Hypochlorite and any adhesives, emulsifiers, fumigants and waste engine oil. Each failure to sample for all required constituents is a separate and distinct violation of the General Permit and Clean Water Act. Accordingly, Trical is subject to penalties for these violations of the General Permit and the Act since October 29, 2009.



**C. Trical Has Failed to Implement BAT and BCT.**

Effluent Limitation B(3) of the General Permit requires dischargers to reduce or prevent pollutants in their storm water discharges through implementation of BAT for toxic and nonconventional pollutants and BCT for conventional pollutants. BAT and BCT include both nonstructural and structural measures. General Permit, Section A(8). CSPA's investigations, and the Facility's exceedances of EPA benchmarks explained above, indicate that Trical has not implemented BAT and BCT at the Facility for its discharges of Total Suspended Solids, Specific Conductance, Oil and Grease, and other unmonitored pollutants in violation of Effluent Limitation B(3) of the General Permit.

To meet the BAT/BCT requirement of the General Permit, Trical must evaluate all pollutant sources at the Facility and implement the best structural and non-structural management practices economically achievable to reduce or prevent the discharge of pollutants from the Facility. Based on the limited information available regarding the internal structure of the Facility, CSPA believes that at a minimum Trical must improve its housekeeping practices, store materials that act as pollutant sources under cover or in contained areas, treat storm water to reduce pollutants before discharge (e.g., with filters or treatment boxes), and/or prevent storm water discharge altogether. Trical has failed to adequately implement such measures.

Trical was required to have implemented BAT and BCT by no later than October 1, 1992. Therefore, Trical has been in continuous violation of the BAT and BCT requirements every day since October 1, 1992, and will continue to be in violation every day that it fails to implement BAT and BCT. Trical is subject to penalties for violations of the General Permit and the Act occurring since October 29, 2009.

**D. Trical Has Failed to Develop and Implement an Adequate Storm Water Pollution Prevention Plan.**

Section A(1) and Provision E(2) of the General Permit require dischargers of storm water associated with industrial activity to develop, implement, and update an adequate storm water pollution prevention plan ("SWPPP") no later than October 1, 1992. Section A(1) and Provision E(2) requires dischargers who submitted an NOI pursuant to Water Quality Order No. 97-03-DWQ to continue following their existing SWPPP and implement any necessary revisions to their SWPPP in a timely manner, but in any case, no later than August 9, 1997.

The SWPPP must, among other requirements, identify and evaluate sources of pollutants associated with industrial activities that may affect the quality of storm and non-storm water discharges from the Facility and identify and implement site-specific best management practices ("BMPs") to reduce or prevent pollutants associated with industrial activities in storm water and authorized non-storm water discharges (General Permit, Section A(2)). The SWPPP must also include BMPs that achieve BAT and BCT (Effluent Limitation B(3)). The SWPPP must include: a description of individuals and

their responsibilities for developing and implementing the SWPPP (General Permit, Section A(3)); a site map showing the Facility boundaries, storm water drainage areas with flow pattern and nearby water bodies, the location of the storm water collection, conveyance and discharge system, structural control measures, impervious areas, areas of actual and potential pollutant contact, and areas of industrial activity (General Permit, Section A(4)); a list of significant materials handled and stored at the site (General Permit, Section A(5)); a description of potential pollutant sources including industrial processes, material handling and storage areas, dust and particulate generating activities, a description of significant spills and leaks, a list of all non-storm water discharges and their sources, and a description of locations where soil erosion may occur (General Permit, Section A(6)).

The SWPPP also must include an assessment of potential pollutant sources at the Facility and a description of the BMPs to be implemented at the Facility that will reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges, including structural BMPs where non-structural BMPs are not effective (General Permit, Section A(7), (8)). The SWPPP must be evaluated to ensure effectiveness and must be revised where necessary (General Permit, Section A(9),(10)). Receiving Water Limitation C(3) of the Order requires that dischargers submit a report to the appropriate Regional Water Board that describes the BMPs that are currently being implemented and additional BMPs that will be implemented to prevent or reduce the discharge of any pollutants causing or contributing to the exceedance of water quality standards.

CSPA's investigations and reviews of publicly available documents regarding conditions at the Facility indicate that Trical has been operating with an inadequately developed or implemented SWPPP in violation of the requirements set forth above. Trical has failed to evaluate the effectiveness of its BMPs and to revise its SWPPP as necessary. Accordingly, Trical has been in continuous violation of Section A(1) and Provision E(2) of the General Permit every day since October 1, 1992, and will continue to be in violation every day that it fails to develop and implement an effective SWPPP. Trical is subject to penalties for violations of the General Permit and the Act occurring since October 29, 2009.

**E. Trical Has Failed to Address Discharges Contributing to Exceedances of Water Quality Standards.**

Receiving Water Limitation C(3) requires a discharger to prepare and submit a report to the Regional Board describing changes it will make to its current BMPs in order to prevent or reduce the discharge of any pollutant in its storm water discharges that is causing or contributing to an exceedance of water quality standards. Once approved by the Regional Board, the additional BMPs must be incorporated into the Facility's SWPPP.

The report must be submitted to the Regional Board no later than 60-days from the date the discharger first learns that its discharge is causing or contributing to an exceedance of an applicable water quality standard. Receiving Water Limitation C(4)(a). Section C(11)(d) of the Permit's Standard Provisions also requires dischargers to report any noncompliance. *See also* Provision E(6). Lastly, Section A(9) of the Permit requires an annual evaluation of storm water controls including the preparation of an evaluation report and implementation of any additional measures in the SWPPP to respond to the monitoring results and other inspection activities.

As indicated above, Trical is discharging elevated levels of Total Suspended Solids, Specific Conductance, Oil and Grease, and other unmonitored pollutants that are causing or contributing to exceedances of applicable water quality standards. For each of these pollutant exceedances, Trical was required to submit a report pursuant to Receiving Water Limitation C(4)(a) within 60-days of becoming aware of levels in its storm water exceeding the EPA Benchmarks and applicable water quality standards.

Based on CSPA's review of available documents, Trical was aware of high levels of these pollutants long before October 29, 2009. Trical has been in continuous violation of Receiving Water Limitation C(4)(a) and Sections C(11)(d) and A(9) of the General Permit every day since October 29, 2009, and will continue to be in violation every day it fails to prepare and submit the requisite reports, receives approval from the Regional Board and amends its SWPPP to include approved BMPs. Trical is subject to penalties for violations of the General Permit and the Act occurring since October 29, 2009.

**F. Trical Has Failed to File Timely, True and Correct Reports.**

Section B(14) of the General Permit requires dischargers to submit an Annual Report by July 1st of each year to the executive officer of the relevant Regional Board. The Annual Report must be signed and certified by an appropriate corporate officer. General Permit, Sections B(14), C(9), (10). Section A(9)(d) of the General Permit requires the discharger to include in their annual report an evaluation of their storm water controls, including certifying compliance with the General Industrial Storm Water Permit. *See also* General Permit, Sections C(9) and (10) and B(14).

CSPA's investigations indicate that Trical has submitted incomplete Annual Reports and purported to comply with the General Permit despite significant noncompliance at the Facility. For example, Trical reported in three Annual Reports filed for the past five Wet Seasons (i.e., 2009-2010, 2010-2011, 2011-2012) that it did not observe storm water discharges occurring during the first storm of those Wet Seasons, in violation of the permit.

Further, Trical failed to sample from qualifying storm events in four out of last five Wet Seasons in violation of the permit. Trical also failed to comply with the monthly visual observations of storm water discharges requirement for five of the past five Annual Reports filed for the Facility. For example, in the 2009-2010 Annual Report,



Trical did not observe discharge from any qualifying storm events except in the month of May, even though there were numerous qualifying storm events to observe.

These are but a few examples of how Trical has failed to file completely true and accurate reports. As indicated above, Trical has failed to comply with the Permit and the Act consistently for the past five years; therefore, Trical has violated Sections A(9)(d), B(14) and C(9) & (10) of the Permit every time Trical submitted an incomplete or incorrect annual report that falsely certified compliance with the Act in the past five years. Trical's failure to submit true and complete reports constitutes continuous and ongoing violations of the Permit and the Act. Trical is subject to penalties for violations of Section (C) of the General Permit and the Act occurring since October 29, 2009.

#### **IV. Persons Responsible for the Violations.**

CSPA puts Trical, Inc., Dean C. Storkan, John Ivancovich and Trical Soil Fumigation on notice that they are the persons responsible for the violations described above. If additional persons are subsequently identified as also being responsible for the violations set forth above, CSPA puts Trical, Inc., Dean C. Storkan, John Ivancovich and Trical Soil Fumigation on formal notice that it intends to include those persons in this action.

#### **V. Name and Address of Noticing Parties.**

The name, address and telephone number of each of the noticing parties is as follows: California Sportfishing Protection Alliance, Bill Jennings, Executive Director; 3536 Rainier Avenue, Stockton, CA 95204; Phone: (209) 464-5067

#### **VI. Counsel.**

CSPA has retained legal counsel to represent it in this matter. Please direct all communications to:

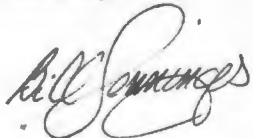
Andrew L. Packard  
Megan Truxillo  
John J. Prager  
Law Offices of Andrew L. Packard  
100 Petaluma Boulevard North, Suite 301  
Petaluma, CA 94952  
Tel. (707) 763-7227  
Email: Andrew@PackardLawOffices.com

**VII. Penalties.**

Pursuant to Section 309(d) of the Act (33 U.S.C. § 1319(d)) and the Adjustment of Civil Monetary Penalties for Inflation (40 C.F.R. § 19.4) each separate violation of the Act subjects Trical, Inc., Dean C. Storkan, John Ivancovich and Trical Soil Fumigation to a penalty of up to \$37,500 per day per violation for all violations occurring during the period commencing five years prior to the date of this Notice of Violations and Intent to File Suit. In addition to civil penalties, CSPA will seek injunctive relief preventing further violations of the Act pursuant to Sections 505(a) and (d) (33 U.S.C. §1365(a) and (d)) and such other relief as permitted by law. Lastly, Section 505(d) of the Act (33 U.S.C. § 1365(d)), permits prevailing parties to recover costs and fees, including attorneys' fees.

CSPA believes this Notice of Violations and Intent to File Suit sufficiently states grounds for filing suit. We intend to file a citizen suit under Section 505(a) of the Act against Trical, Inc., Dean C. Storkan, John Ivancovich and Trical Soil Fumigation and their agents for the above-referenced violations upon the expiration of the 60-day notice period. If you wish to pursue remedies in the absence of litigation, we suggest that you initiate those discussions within the next 20 days so that they may be completed before the end of the 60-day notice period. We do not intend to delay the filing of a complaint in federal court if discussions are continuing when that period ends.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Jennings", is written over a horizontal line.

Bill Jennings, Executive Director  
California Sportfishing Protection Alliance

**SERVICE LIST**

Gina McCarthy, Administrator  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Jared Blumenfeld  
Administrator, U.S. EPA – Region 9  
75 Hawthorne Street  
San Francisco, CA, 94105

Eric Holder  
U.S. Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530-0001

Thomas Howard, Executive Director  
State Water Resources Control Board  
1001 I Street Sacramento, CA 95814  
P.O. Box 100  
Sacramento, CA 95812-0100

Kenneth A. Harris, Jr., Executive Officer  
Regional Water Quality Control Board  
Central Coast Region  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401-7906



**ATTACHMENT A**  
**Notice of Intent to File Suit, Trical, Inc., et al**  
**Significant Rain Events,\* October 29, 2009 – October 29, 2014**

	April 20, 2010	October 6, 2011	December 26, 2012
	November 24, 2010	November 3, 2011	December 29, 2012
	November 25, 2010	November 5, 2011	January 5, 2013
	November 27, 2010	November 6, 2011	January 6, 2013
December 7, 2009	December 5, 2010	November 11, 2011	February 19, 2013
December 10, 2009	December 15, 2010	November 19, 2011	March 6, 2013
December 11, 2009	December 22, 2010	November 20, 2011	January 6, 2014
December 12, 2009	December 26, 2010	January 20, 2012	February 2, 2014
December 13, 2009	December 27, 2010	January 21, 2012	February 6, 2014
December 26, 2009	December 28, 2010	February 13, 2012	February 7, 2014
December 27, 2009	December 29, 2010	February 15, 2012	February 8, 2014
January 12, 2010	January 1, 2011	February 29, 2012	February 9, 2014
January 13, 2010	January 2, 2011	March 16, 2012	February 26, 2014
January 17, 2010	January 3, 2011	March 17, 2012	February 28, 2014
January 18, 2010	January 4, 2011	March 24, 2012	March 1, 2014
January 19, 2010	January 30, 2011	March 25, 2012	March 6, 2014
January 20, 2010	January 31, 2011	March 27, 2012	March 26, 2014
January 21, 2010	February 15, 2011	March 28, 2012	March 27, 2014
January 22, 2010	February 16, 2011	March 31, 2012	March 29, 2014
January 23, 2010	February 17, 2011	April 10, 2012	March 31, 2014
January 26, 2010	February 18, 2011	April 11, 2012	April 1, 2014
January 29, 2010	February 19, 2011	April 12, 2012	April 25, 2014
February 4, 2010	February 24, 2011	April 13, 2012	September 25, 2014
February 5, 2010	February 25, 2011	April 25, 2012	October 15, 2014
February 9, 2010	March 6, 2011	April 26, 2012	October 25, 2014
February 21, 2010	March 16, 2011	June 4, 2012	
February 23, 2010	March 18, 2011	October 29, 2012	
February 24, 2010	March 19, 2011	November 11, 2012	
February 26, 2010	March 20, 2011	November 16, 2012	
February 27, 2010	March 21, 2011	November 17, 2012	
March 2, 2010	March 23, 2011	November 18, 2012	
March 3, 2010	March 24, 2011	November 21, 2012	
March 10, 2010	March 25, 2011	November 28, 2012	
March 12, 2010	March 26, 2011	November 30, 2012	
March 30, 2010	April 21, 2011	December 1, 2012	
March 31, 2010	May 15, 2011	December 2, 2012	
April 2, 2010	May 16, 2011	December 3, 2012	
April 4, 2010	May 17, 2011	December 14, 2012	
April 5, 2010	May 25, 2011	December 19, 2012	
April 11, 2010	June 4, 2011	December 22, 2012	
April 12, 2010	June 28, 2011	December 23, 2012	
April 13, 2010	October 5, 2011	December 25, 2012	

\* Dates gathered from publicly available rain and weather data collected at stations located near the Facility.

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**EXHIBIT C – Detention Pond Drawings**

# GRADING PLANS

for  
**TRICAL, INC.**  
**8770 BOLSA ROAD**  
SAN BENITO COUNTY  
SEPTEMBER, 2015



## GENERAL NOTES:

APN 013-070-000 & 013-070-018, 26.54 ACRES  
GENERAL PLAN - AP  
ZONING - AP  
A PORTION OF THE PROPERTY IS LOCATED IN FLOOD HAZARD ZONE A PER THE FLOOD INSURANCE RATE MAP (DISSEMINATED, APRIL 14, 2005). THE PROPERTY IS NOT LOCATED IN AN ALQUET PROUD SPECIAL STUDY ZONE. IT IS APPROXIMATELY 2 MILES FROM THE SAN ANDREAS FAULT AND 3 MILES FROM THE CALVERAS FAULT.

## SHEET INDEX

- COVER SHEET, GENERAL NOTES, LEGEND
- SITE PLAN, SCOPE OF WORK
- GRADING - BDO AREA
- GRADING - POND 1 & 2
- GRADING - POND 3 & 3
- DETAILS

## SWPPP NOTE:

PRIOR TO START OF GRADING/CONSTRUCTION ACTIVITIES, A SWPPP PREPARED BY A CERTIFIED GEOSCIENIST SHALL BE SUBMITTED TO THE COUNTY PUBLIC WORKS DEPARTMENT. A GEOSCIENIST SHALL BE RETAINED FOR THE DURATION OF THE CONSTRUCTION AND SHALL BE RESPONSIBLE TO COORDINATE AND COMPLY WITH REQUIREMENTS OF THE REGIONAL WATER QUALITY CONTROL BOARD. TO FILE A NOTICE OF INTENT FOR CONSTRUCTION GENERAL PERMIT UNDER NO. 3000-000-000 (AMENDED BY 2016-001-000) AND TO MONITOR THE PROJECT AREA AS TO COMPLIANCE WITH THE REQUIREMENTS UNTIL ITS COMPLETION.

## COUNTY ENGINEER'S APPROVAL:

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED HEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS, PUBLIC INTEREST REQUIRES A MODIFICATION OF OR DEPARTURE FROM THE COUNTY SPECIFICATIONS OR THESE IMPROVEMENT PLANS, THE COUNTY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR DEPARTURES AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE.

ARMAN HAZEL, COUNTY ENGINEER  
RCE 0802

## PLANNING DEPARTMENT APPROVAL:

GRADING PLANS ARE IN SUBSTANTIAL COMPLIANCE WITH THE USE PERMIT AS APPROVED BY THE PLANNING COMMISSION AND/OR BOARD OF SUPERVISORS.

BYRON TURNER, PLANNING DIRECTOR

UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARED OF THESE PLANS.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND SHALL NOTIFY SAN BENITO ENGINEERING & SURVEYING, INC. OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING SHOP DRAWINGS BEFORE PROCEEDING WITH FABRICATION.

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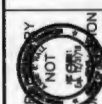
- ALL CONSTRUCTION MUST BE TO SAN BENITO COUNTY STANDARDS UNLESS INDICATED AS CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION STANDARDS (LATEST EDITION) JULY, 2010.
- SAV CUT ALL TRENCHES IN EXISTING PAVEMENT.
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO ACTUAL CONSTRUCTION.
- IN THE DRIVEWAY AND PARKING AREAS CONTACT LAYER 12" OF SUBGRADE MATERIAL TO 95% MINIMUM RELATIVE DENSITY UNDER A.C. PAVEMENT, CURB, GUTTER AND DRIVEWAY.
- CONTRACTOR SHALL FIELD REVIEW SITE PRIOR TO SUBMITTING HIS BID.
- WATER FOR DIRT CONTROL, AND USE FOR CONCRETE MAY BE PURCHASED FROM THE APPROPRIATE AGENCY PRIOR TO START OF ANY WORK, AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR FOR ANY FEES OF DEPOSITS.
- AREAS THAT WILL REQUIRE FILL SHALL BE STOCKPILED OF ORGANIC MATERIALS. ALL STOCKPILES SHALL BE STOCKPILED FOR SUBSEQUENT USE IN LANDSCAPING.
- CONTACT ADJACENT BASE MATERIAL TO 95% MINIMUM RELATIVE DENSITY.
- CONTRACTOR IS RESPONSIBLE TO MAKE ALL ARRANGEMENTS FOR SITE INSPECTIONS AND INSURE THAT ALL CURRENT STANDARDS FOR THE COUNTY OF SAN BENITO ARE FOLLOWED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION WORK.
- SAND BACKFILL ALL TRENCH EXCAVATION OR IN WITHIN 9" OF EXISTING OR FUTURE PAVEMENT.
- CONTRACTOR SHALL FURNISH TO THE COUNTY CERTIFICATES OF COMPLIANCE FOR CLASS 2 A.B. AND FOR ALL P.C.C. PRIOR TO PAVING ROADWAYS.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY PERMITS AND ANY ASSOCIATED FEES.
- CURE COMPOUND IS REQUIRED ON ALL P.C.C. SURFACES.
- AT ANYTIME IN THE PREPARATION FOR OR PROCESS OF EXCAVATION OR OTHERWISE DISTURBING THE GROUND, DISCOVERS ANY HUMAN REMAINS OF ANY AGE, OR ANY SIGNIFICANT ARTIFACT OR OTHER EVIDENCE OF AN ARCHEOLOGICAL SITE SHALL:
- CEASE AND DESIST FROM FURTHER EXCAVATION AND DISTURBANCES WITHIN TWO HUNDRED FEET OF THE DISCOVERY OR IN ANY NEARBY AREA REASONABLY SUSPECTED TO OVERLIE ADJACENT REMAINS.
- ARRANGE FOR STAKING COMPLETELY AROUND THE AREA OF DISCOVERY BY VISIBLE STAKES NO MORE THAN TEN FEET APART, FORMING A CIRCLE HAVING A RADIUS OF NO LESS THAN ONE HUNDRED FEET FROM THE POINT OF DISCOVERY; PROVIDED, HOWEVER, THAT SUCH STAKING NEED NOT TAKE PLACE ON ADJACENT PROPERTY UNLESS THE OWNER OF THE ADJACENT PROPERTY AUTHORIZES SUCH STAKING. SAID STAKING SHALL NOT INCLUDE FLAGS OR OTHER DEVICES WHICH ATTRACT VEHICLES.
- NOTIFY THE SHERIFF-CORONER OF THE DISCOVERY IF HUMAN AND/OR QUESTIONABLE REMAINS HAVE BEEN DISCOVERED. THE PLANNING DEPARTMENT DIRECTOR SHALL ALSO BE NOTIFIED.
- SUBJECT TO THE LEGAL PROCESS, GRANT ALL DAILY AUTHORIZED REPRESENTATIVES OF THE CORNER AND THE PLANNING DEPARTMENT DIRECTOR PERMISSION TO ENTER ONTO THE PROPERTY AND TO TAKE ALL ACTIONS CONSISTENT WITH CHAPTER 58 OF THE SAN BENITO COUNTY CODE AND CONSISTENT WITH SECTION 7060.5 OF THE HUMAN SAFETY CODE AND CHAPTER 58 (CORRESPONDING WITH SECTION 27400) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE GOVERNMENT CODE.
- IN KEEPING WITH THE OBJECTIVES OF THE CENTRAL COAST AIR QUALITY CONTROL DISTRICT, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EMPLOY ADEQUATE DUST AND EXHAUST FUMES EMISSIONS CONTROL DURING ALL PHASES OF PROJECT CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, PAVING GRADED AREAS AS SOON AS POSSIBLE, PLANTING OF DISTURBED AREAS AS SOON AS POSSIBLE, AND MAINTENANCE OF EMISSIONS CONTROL EQUIPMENT ON ALL CONSTRUCTION TRUCKS.
- AS REQUIRED BY COUNTY ORDINANCE 1947, CONSTRUCTION ON THE PARCELS SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. TO 7:00 P.M., MONDAY THROUGH SATURDAY. NO SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE ALLOWED ON SUNDAYS AND HOLIDAYS.
- ANY IMPROVEMENTS CONTRARY TO THE STANDARD CONSTRUCTION SPECIFICATIONS FOR WHICH IT IS INTERESTED THAT THE COUNTY WILL ASSUME MAINTENANCE RESPONSIBILITY, SHALL BE INSPECTED DURING CONSTRUCTION BY THE COUNTY ENGINEER. EACH PHASE OF CONSTRUCTION SHALL BE INSPECTED AND APPROVED PRIOR TO PROCEEDING TO SUBSEQUENT PHASES.
- SUBSEQUENT ON-SITE GRADING AND DRAINAGE SHALL BE INSPECTED DURING CONSTRUCTION BY THE COUNTY ENGINEER.
- THE COUNTY SAN BENITO SHALL BE GIVEN ADVANCE 3 WORKING DAYS NOTICE OF INITIAL CONSTRUCTION START-UP AND 48-HOUR NOTICE OF SPECIALTY INSPECTOR REQUIREMENTS DURING THE PROJECT. ROUTINE INSPECTIONS SHALL REQUIRE 24-HOUR NOTICE.
- ANY IMPROVEMENTS CONTRARY TO THE STANDARD CONSTRUCTION SPECIFICATIONS SHALL REQUIRE 24-HOUR NOTICE.
- THE COUNTY ENGINEER SHALL BE DEEMED AS NOT CONSENTING WITH STANDARD SPECIFICATIONS AND WILL NOT BE ACCEPTED BY SAN BENITO COUNTY FOR MAINTENANCE PURPOSES, AND MAY BE CAUSE FOR ISSUANCE OF A CORRECTION NOTICE OR STOP WORK ORDER.
- WITHIN TEN DAYS AFTER RECEIVING THE REQUEST FOR FINAL INSPECTION, THE COUNTY ENGINEER SHALL INSPECT THE WORK. THE CONTRACTOR WILL BE NOTIFIED IN WRITING AS TO WHETHER THE PROJECT IS APPROVED OR OTHERWISE. THE CONTRACTOR SHALL PROCEED TO CORRECT ANY SUCH DEFECTS OR DEFICIENCIES AT THE EARLIEST POSSIBLE DATE. AT SUCH TIME AS THE WORK HAS BEEN COMPLETED, A SECOND INSPECTION SHALL BE MADE BY THE COUNTY ENGINEER TO DETERMINE IF THE PREVIOUSLY MENTIONED DEFECTS HAVE BEEN REPAIRED, ALTERED, AND COMPLETED IN ACCORDANCE WITH THE PLANS. AT SUCH TIME AS THE COUNTY ENGINEER APPROVES THE WORK AND ACCEPTS THE WORK FOR SAN BENITO COUNTY, THE CONTRACTOR WILL BE NOTIFIED IN WRITING AS TO THE DATE OF FINAL APPROVAL AND ACCEPTANCE.
- THE COUNTY WILL INSURE THAT THE PROVISIONS OF THE APPROVED PLANS AND SPECIFICATIONS ARE COMPLIED WITH, ESPECIALLY WITH REGARD TO THE QUALITY OF WORKMANSHIP AND MATERIALS. IN THE EVENT OF ANY DISCREPANCY OR MATTER OF ADJUDICATION, THE DECISION OF THE ENGINEER OR THEIR AUTHORIZED REPRESENTATIVE WILL BE BINDING ON THE CONTRACTOR, DESIGN ENGINEER.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED WORKMANSHIP PRACTICE AND THESE IMPROVEMENT STANDARDS. ANY WORK NOT ACCEPTED BY THE COUNTY SHALL BE REDONE UNTIL COMPLIANCE WITH THESE IMPROVEMENT STANDARDS IS ACHIEVED. ORDERS GIVEN BY THE COUNTY RELATING TO QUALITY OF WORK AND WORKMANSHIP SHALL BE COMPLIED WITH PROMPTLY BY THE CONTRACTOR.
- ALL MATERIALS USED SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE DEPARTMENT AT ALL TIMES, AND SHALL NOT BE USED BEFORE BEING INSPECTED AND APPROVED BY THE INSPECTOR. THE DEPARTMENT HAS THE RIGHT TO PERFORM ANY TESTING DEEMED NECESSARY TO ENSURE COMPLIANCE OF THE MATERIALS WITH THE MATERIALS SPECIFICATIONS, FAILURE OR DELAY ON THE PART OF THE DEPARTMENT TO CONDUCT OR REFUSE TO CONDUCT WORK OR MATERIALS NOT IN ACCORDANCE WITH THE MATERIALS SPECIFICATIONS, SHALL NOT BE CONSIDERED TO IMPLY THEIR ACCEPTANCE SHOULD THEIR IMPROVEMENT BECOME NECESSARY AT ANY TIME. MATERIALS RECEIVED BY THE COUNTY SHALL BE IMMEDIATELY REMOVED FROM THE JOB SITE.
- CONTRACTOR SHALL BE IN POSSESSION OF PLANS APPROVED BY THE COUNTY ENGINEER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITIES COMPANIES INVOLVED IN THE DEVELOPMENT PRIOR TO BEGINNING OF WORK.
- CONTRACTOR SHALL NOTIFY "UNDERGROUND SERVICE ALERT" (PHONE 800-480-2444) 48 HOURS IN ADVANCE BEFORE ANY DIGGING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND SHALL NOTIFY COUNTY ENGINEER OF ANY DAMAGED OR REMOVED COUNTY, STATE OR BUREAU MONUMENTS.

THE UTILITIES EXISTING ON THE SURFACE HAVE BEEN LOCATED BY THE FIELD SURVEY. ALL UNDERGROUND UTILITIES ARE INDICATED FROM THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND THE SURVEYOR DOES NOT ASSUME ANY RESPONSIBILITY FOR THEIR INDICATED LOCATIONS, SIZES, OR COMPLETENESS.

LEGEND	
EXISTING CONTOUR	---
PROPOSED CONTOUR	---
EXISTING GAS MAIN	---
EXISTING STORM DRAIN	---
EXISTING TELEPHONE	---
EXISTING OVERHEAD UTILITY	---
EXISTING SANITARY SEWER	---
EXISTING WATER LINE	---
WATER LINE	---
RECLAIMED WATER LINE	---
STORM DRAIN	---
SANITARY SEWER	---
JOINT TRENCH	---
STORM DRAIN MANHOLE	---
SANITARY SEWER MANHOLE	---
WATER VALVE	---
FIRE HYDRANT	---
BOUNDARY	---
PROPERTY LINE	---
CENTERLINE	---
STORM DRAIN - DROP INLET	---
WATER METER	---
DIRECTION OF SURFACE FLOW	---
DIRECTION OF SLOPE	---
SURVEY MONUMENT	---
TRAPPIG SIGN	---
STREET NAME SIGN	---
ELECTRICIAN	---
EXISTING POWER POLE	---
TO BE REMOVED	---
EXISTING	---
PROPOSED	---
PLUMB AND INSTALL	---
STORMWATER POLLUTION PREVENTION PLAN	---
QUALIFIED SWPPP DEVELOPER	---
QUALIFIED SWPPP PRACTITIONER	---
ASBESTOS CONCRETE PIPE	---

SAN BENITO ENGINEERING  
& SURVEYING, INC.

502 Monterey Street  
Hollister, California 95023  
(408) 637-2763 FAX (408) 637-4635 email: sbesd@aol.com



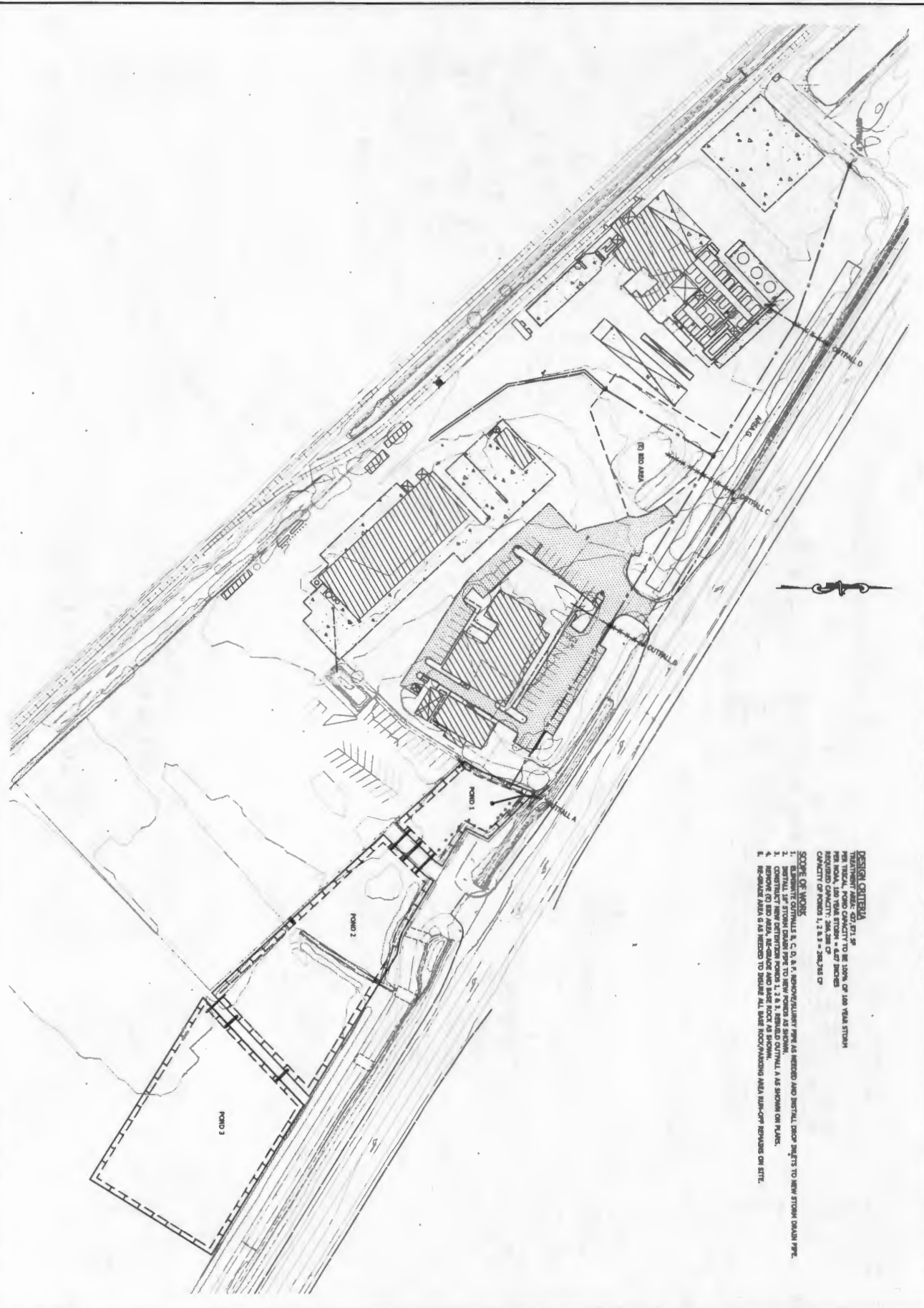
DATE	REVISION

SAN BENITO COUNTY  
8770 BOLSA ROAD  
STATE OF CALIFORNIA

TRICAL, INC.

SCALE: 1" = 100'	DATE: 17 September 2015
JOB # 115028	
DWG # 115028-01	
SHEET 1	OF 6



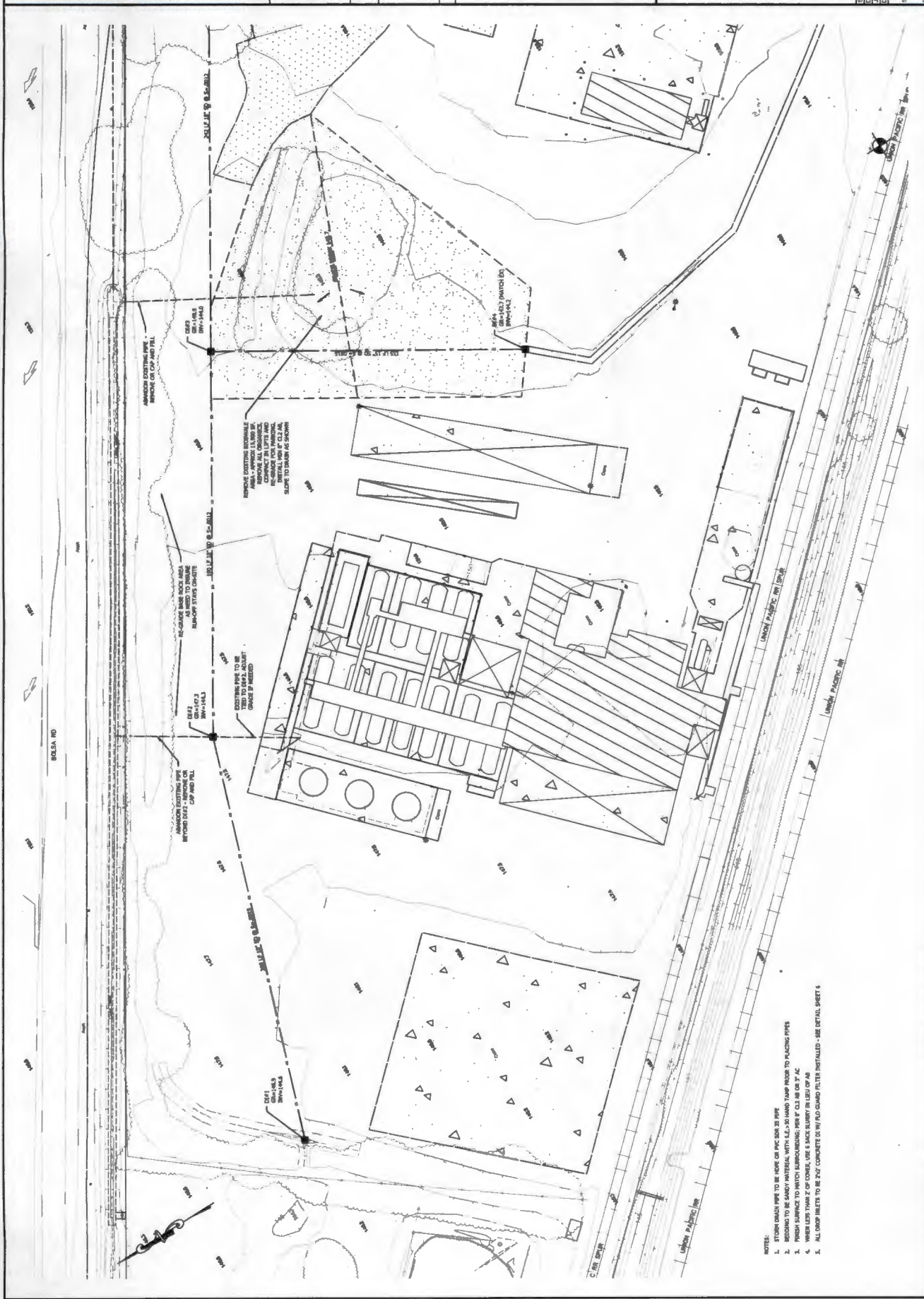


**GENERAL NOTES**

1. EXISTING POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF. NEW POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF. NEW POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF. NEW POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF.
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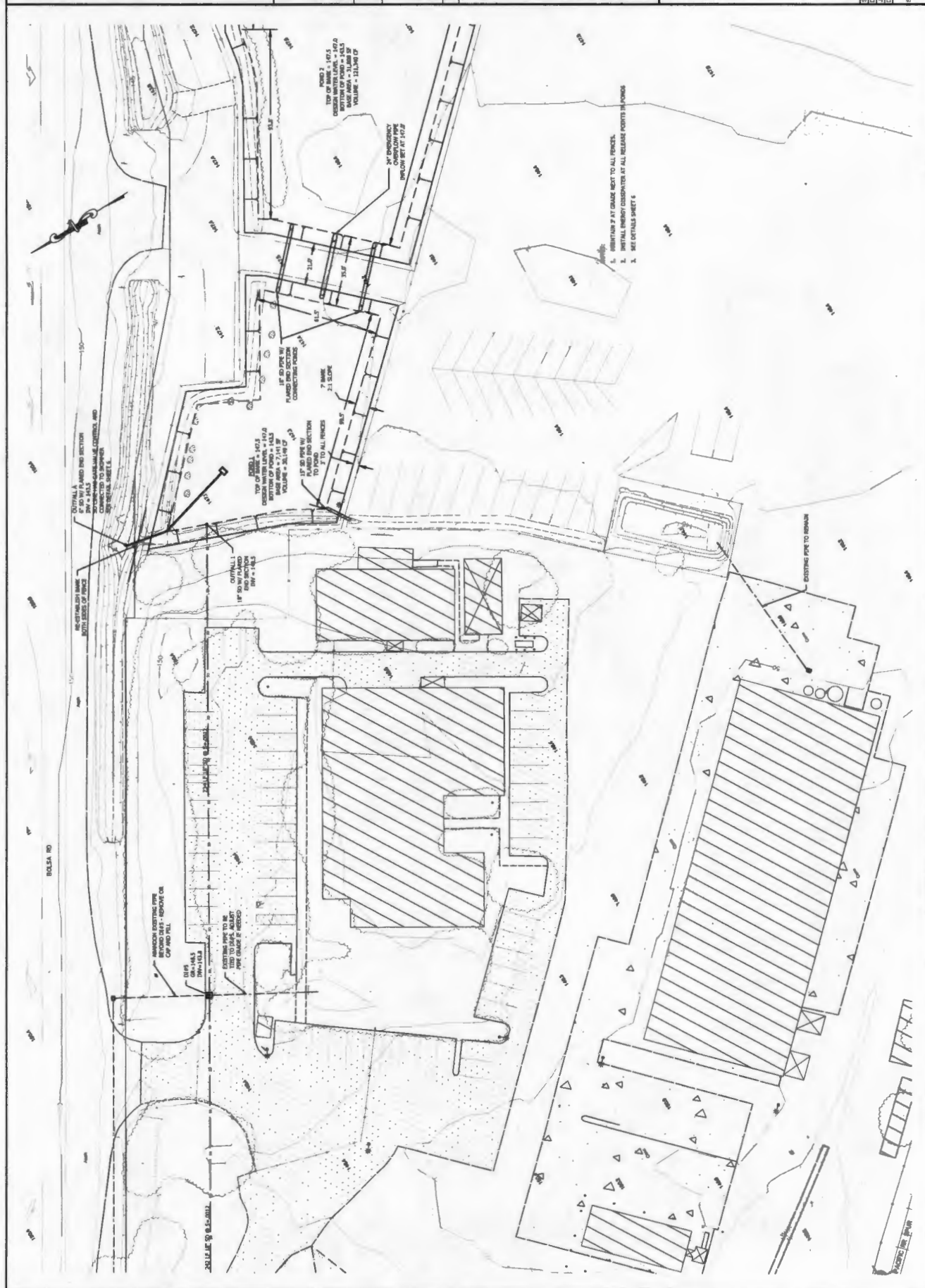
**SCOPE OF WORK**

1. EXISTING POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF. NEW POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF. NEW POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF. NEW POND CAPACITY TO BE 100% OF 100 YEAR STORM RUN OFF.
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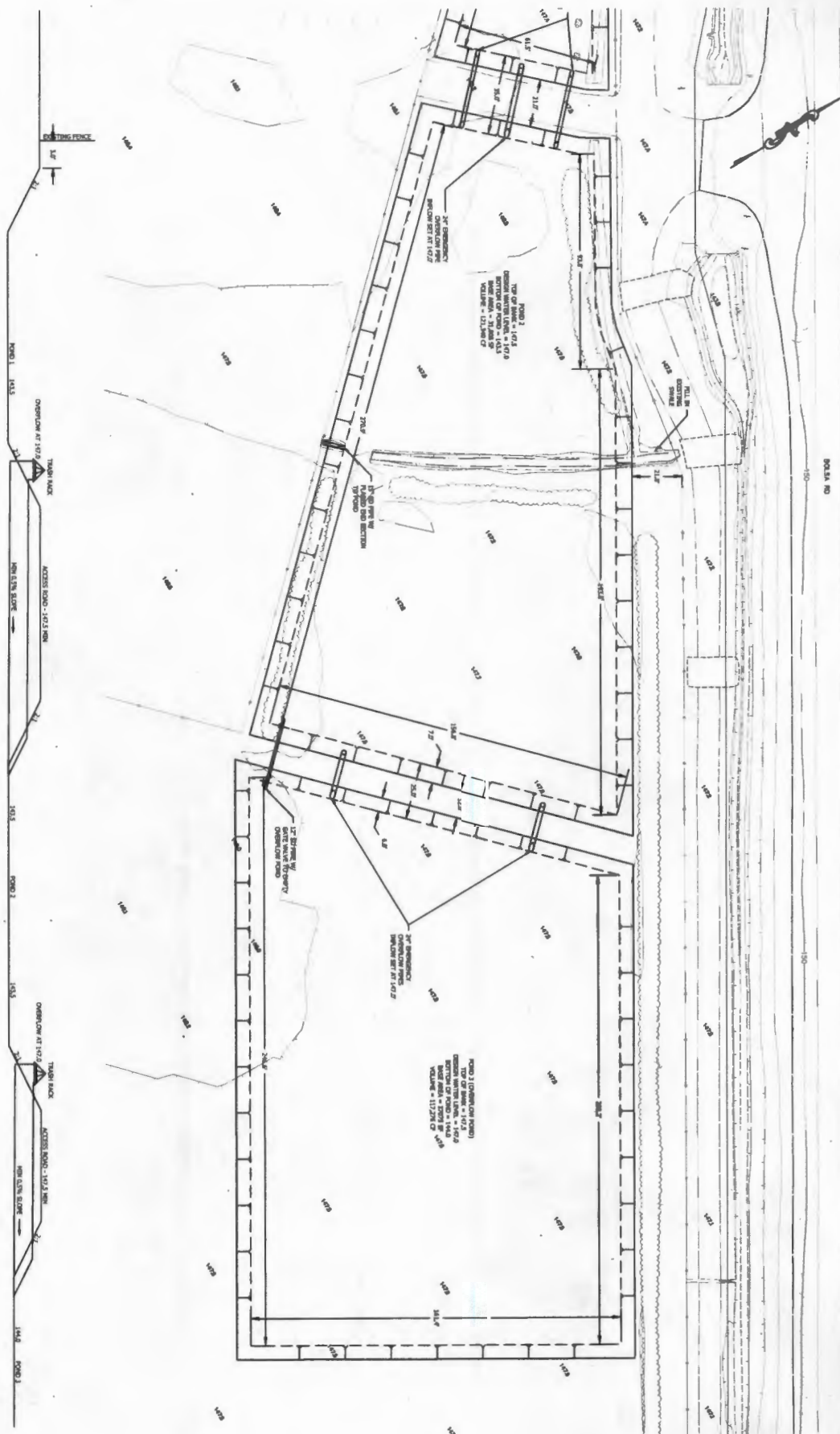


- NOTES:
1. STORM DRAIN PIPE TO BE 24" O.D. OR PVC DUN 36 INCH
  2. BEDDING TO BE SANDY MATERIAL WITH 1.5'-30 HUND TAMP PRIOR TO PLACING PIPES
  3. FINISH SURFACE TO MATCH SURROUNDING; PERM # CL 1 OR 3 "AC
  4. WHEN LESS THAN 2' OF CORSE, USE 6" BACKSPLASH IN LIEU OF AC
  5. ALL DROP INLETS TO BE 24" CONCRETE OR 18" POLYGLASS FIBER INSTALLED - SEE DETAIL SHEET 6









GRACIO PLAN

### PONDS 2 & 3

CAMDEN COUNTY, N.J.

8770 BOLSA ROAD

STATE OF CALIFORNIA

NO	REVISIONS	DATE



**SAN BENITO ENGINEERING  
& SURVEYING, INC.**

502 Monterey Street Hollister, California 95023  
 (831) 637-2763 FAX (831) 637-6835 email: sbes@artie.com



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**EXHIBIT D - Non-storm Water Collection And Retention System, Calculations**

**Trical  
8770 CA Hwy 25  
Hollister, CA**

*Prepared by:*  
Beth Smiley  
Thunder Mountain Enterprises, Inc.  
CPESC No. 3233/ CPSWQ No. 0238

**May 15, 2015**

***Volume Based Calculation of Trical Hollister Washpad Pond for Rainfall  
Runoff Area to Pond***

**Capacity of pond is 2,250 cubic feet. The pond capacity exceeds the 2 times 85<sup>th</sup> percentile storm capacity of washpad and pond which is 418.5 cubic feet. The pond exceeds needed capacity by 1,831.5 cubic feet.**

**Pond volume:  $50' \times 15' \times 3' = 2,250 \text{ cu ft} \times 7.48 \text{ gal/cf} = 16,830 \text{ gallons}$**

**85<sup>th</sup> Percentile Storm for 24 hours = 0.9"**

**$2 \times 0.9 = 1.8''$  rainfall**

**Pond area  $50' \times 15' = 750$  + Wash Pad Area  $60' \times 34' = 2,040$**

**$750 + 2040 = 2,790 \text{ sf shed}$**

**$Q = CIA$**

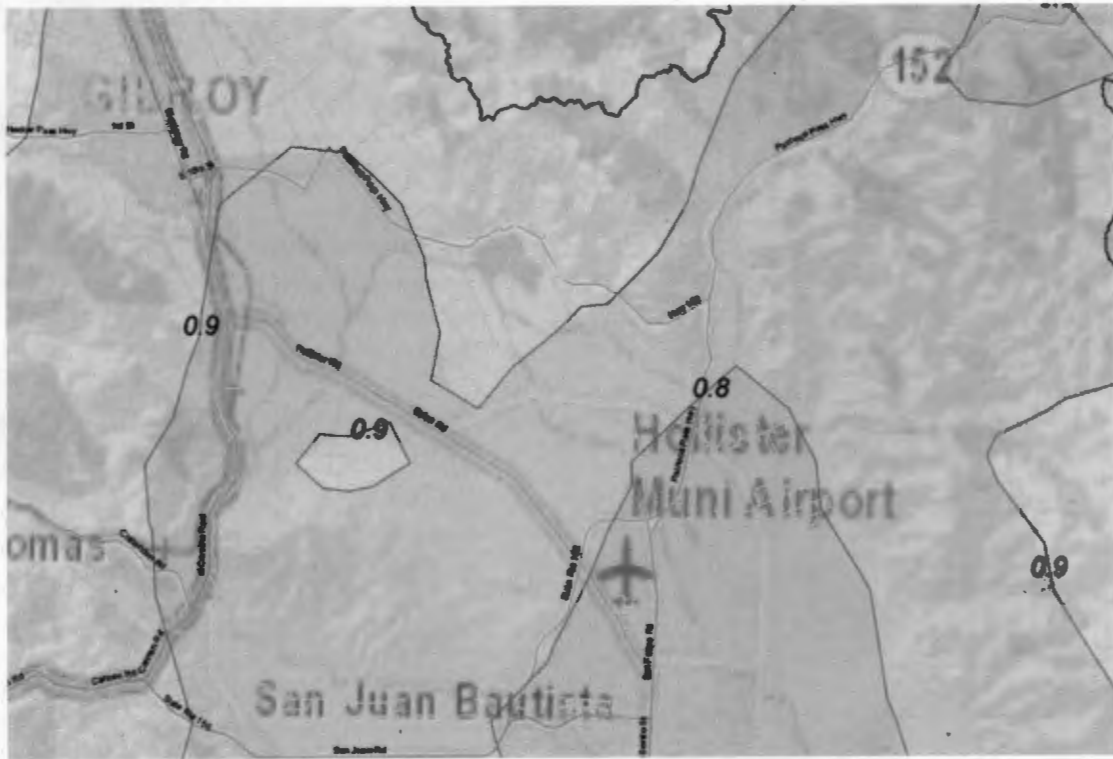
**$Q = (1.0)(1.8/12)(2,790 \text{ sf})$**

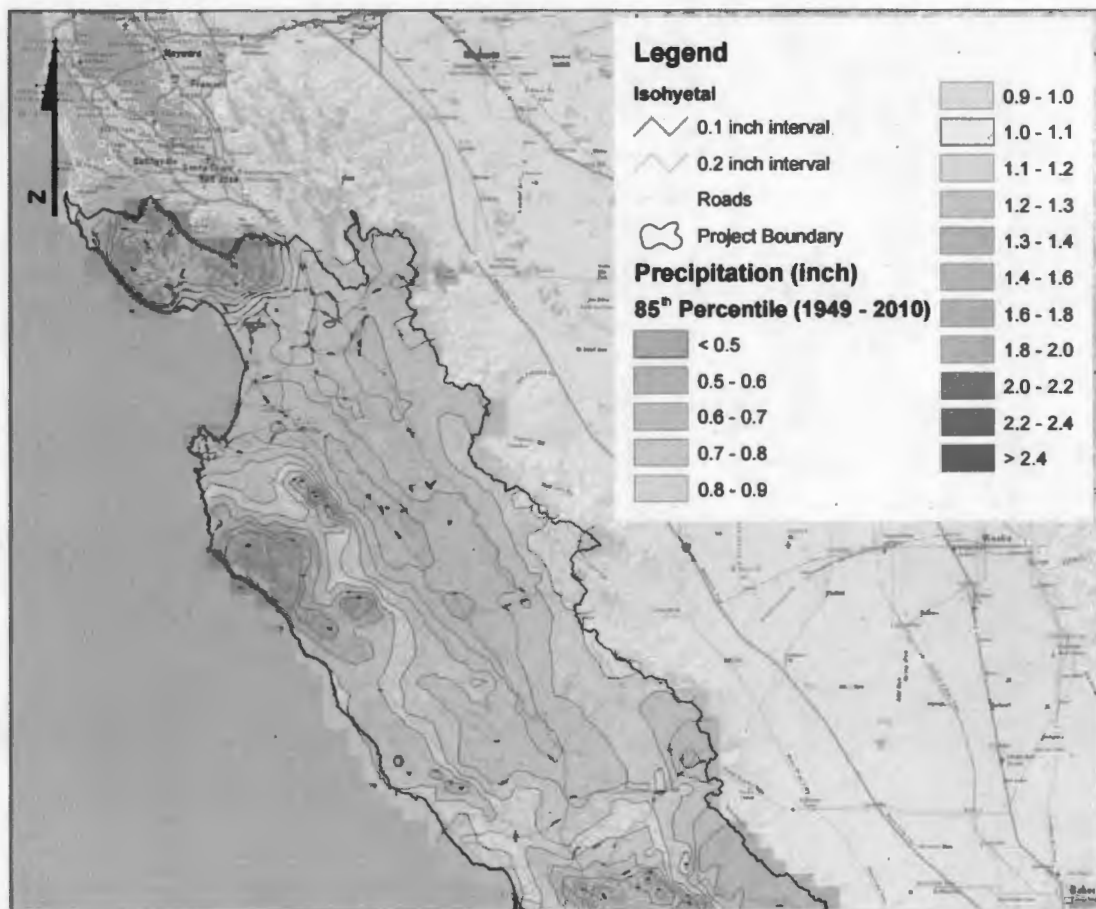
**$Q = 418.5 \text{ cu ft}$**

**$418.5 \text{ cu ft} \times 7.481 \text{ gallons/cu ft}$**

**3,131 gallons**







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**EXHIBIT E – California Fire Code-Outdoor Tanks Secondary Containment**


**INTERNATIONAL  
CODE COUNCIL**

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**State**

[ 2010 California Fire Code, Title 24, Part 9 (First Printing). Includes Errata/Supplement through July 1, 2012 ]

**Chapter 27 - Hazardous Materials - General Provisions**
**SECTION 2701 GENERAL**
**SECTION 2702 DEFINITIONS**
**SECTION 2703 GENERAL REQUIREMENTS**
**SECTION 2704 STORAGE**
**SECTION 2705 USE, DISPENSING AND HANDLING**
**2704.1 Scope.**
**2704.2 Spill control and secondary containment for liquid and solid hazardous materials.**
**2704.3 Ventilation.**
**2704.4 Separation of incompatible hazardous materials.**
**2704.5 Automatic sprinkler systems.**
**2704.6 Explosion control.**
**2704.7 Standby or emergency power.**
**2704.8 Limit controls.**
**2704.9 Emergency alarm.**
**2704.10 Supervision.**
**2704.11 Clearance from combustibles.**
**2704.12 Noncombustible floor.**
**2704.13 Weather protection.**
**2704.1 Scope.**
**2704.2 Spill control and secondary containment for liquid and solid hazardous materials.**
**2704.3 Ventilation.**
**2704.4 Separation of incompatible hazardous materials.**
**2704.5 Automatic sprinkler systems.**
**2704.6 Explosion control.**
**2704.7 Standby or emergency power.**
**2704.8 Limit controls.**
**2704.9 Emergency alarm.**
**2704.10 Supervision.**
**2704.11 Clearance from combustibles.**
**2704.12 Noncombustible floor.**
**2704.13 Weather protection.**

↑ Top ↻ Previous Section ↻ Next Section To view the next subsection please select the Next Section option.

**SECTION 2704 STORAGE**

**2704.1 Scope.** Storage of hazardous materials in amounts exceeding the *maximum allowable quantity per control area* as set forth in [Section 2703.1](#) shall be in accordance with [Sections 2701, 2703 and 2704](#). Storage of hazardous materials in amounts not exceeding the *maximum allowable quantity per control area* as set forth in [Section 2703.1](#) shall be in accordance with [Sections 2701 and 2703](#). Retail and wholesale storage and display of nonflammable solid and nonflammable and noncombustible liquid hazardous materials in Group M occupancies and Group S storage shall be in accordance with [Section 2703.11](#).

**2704.2 Spill control and secondary containment for liquid and solid hazardous materials.** Rooms, buildings or areas used for the storage of liquid or solid hazardous materials shall be provided with spill control and secondary containment in accordance with [Sections 2704.2.1 through 2704.2.3](#).

**Exception:** Outdoor storage of containers on approved containment pallets in accordance with [Section 2704.2.3](#).

**2704.2.1 Spill control for hazardous material liquids.** Rooms, buildings or areas used for the storage of hazardous material liquids in individual vessels having a capacity of more than 55 gallons (208 L), or in which the aggregate capacity of multiple vessels exceeds 1,000 gallons (3785 L), shall be provided with spill control to prevent the flow of liquids to adjoining areas. Floors in indoor locations and similar surfaces in outdoor locations shall be constructed to contain a spill from the largest single vessel by one of the following methods:

1. Liquid-tight sloped or recessed floors in indoor locations or similar areas in outdoor locations.
2. Liquid-tight floors in indoor locations or similar areas in outdoor locations provided with liquid-tight raised or recessed sills or dikes.
3. Sumps and collection systems.
4. Other approved engineered systems.

Except for surfacing, the floors, sills, dikes, sumps and collection systems shall be constructed of noncombustible material, and the liquid-tight seal shall be compatible with the material stored. When liquid-tight sills or dikes are provided, they are not required at perimeter openings having an open-grate trench across the opening that connects to an approved collection system.

**2704.2.2 Secondary containment for hazardous material liquids and solids.** Where required by Table 2704.2.2 buildings, rooms or areas used for the storage of hazardous materials liquids or solids shall be provided with secondary containment in accordance with this section when the capacity of an individual vessel or the aggregate capacity of multiple vessels exceeds the following:

1. Liquids: Capacity of an individual vessel exceeds 55 gallons (208 L) or the aggregate capacity of multiple vessels exceeds 1,000 gallons (3785 L); and
2. Solids: Capacity of an individual vessel exceeds 550 pounds (250 kg) or the aggregate capacity of multiple vessels exceeds 10,000 pounds (4540 kg).



TABLE 2704.2.2 REQUIRED SECONDARY CONTAINMENT-HAZARDOUS MATERIAL SOLIDS AND LIQUIDS STORAGE

MATERIAL		INDOOR STORAGE		OUTDOOR STORAGE		
		Solids	Liquids	Solids	Liquids	
1. Physical-hazard materials						
Combustible liquids	Class II	Not Applicable	See Chapter 34	Not Applicable	See Chapter 34	
	Class IIIA		See Chapter 34		See Chapter 34	
	Class IIIB		See Chapter 34		See Chapter 34	
Cryogenic fluids			See Chapter 32		See Chapter 32	
Explosives		See Chapter 33		See Chapter 32		
Flammable liquids	Class IA	Not Applicable	See Chapter 34	Not Applicable	See Chapter 34	
	Class IB		See Chapter 34		See Chapter 34	
	Class IC		See Chapter 34		See Chapter 34	
Flammable solids		Not Required	Not Applicable	Not Required	Not Applicable	
Organic peroxides	Unclassified	Required	Required	Not Required	Not Required	
	Detonable					
	Class I					
	Class II					
	Class III					
	Class IV					
		Class V	Not Required	Not Required	Not Required	Not Required
Oxidizers	Class 4	Required	Required	Not Required	Not Required	
	Class 3					
	Class 2					
			Class 1	Not Required	Not Required	Not Required
Pyrophorics		Not Required	Required	Not Required	Required	
Unstable (reactives)	Class 4	Required	Required	Required	Required	
	Class 3					
	Class 2					
			Class 1	Not Required	Not Required	Not Required
Water reactives	Class 3	Required	Required	Required	Required	
	Class 2					
			Class 1	Not Required	Not Required	Not Required
2. Health-hazard materials						
Corrosives		Not Required	Required	Not Required	Required	
Highly toxics		Required	Required	Required	Required	
Toxics						

**2704.2.2.1 Containment and drainage methods.** The building, room or area shall contain or drain the hazardous materials and fire protection water through the use of one of the following methods:

1. Liquid-tight sloped or recessed floors in indoor locations or similar areas in outdoor locations.
2. Liquid-tight floors in indoor locations or similar areas in outdoor locations provided with liquid-tight raised or recessed sills or dikes.
3. Sumps and collection systems.
4. Drainage systems leading to an *approved* location.
5. Other *approved* engineered systems.

**2704.2.2.2 Incompatible materials.** *Incompatible materials* used in *open systems* shall be separated from each other in the secondary containment system.

**2704.2.2.3 Indoor design.** Secondary containment for indoor storage areas shall be designed to contain a spill from the largest vessel plus the design flow volume of fire protection water calculated to discharge from the fire-extinguishing system over the minimum required system design area or area of the room or area in which the storage is located, whichever is smaller. The containment capacity shall be designed to contain the flow for a period of 20 minutes.

**2704.2.2.4 Outdoor design.** Secondary containment for outdoor storage areas shall be designed to contain a spill from the largest individual vessel. If the area is open to rainfall, secondary containment shall be designed to include the volume of a 24-hour rainfall as determined by a 25-year storm and provisions shall be made to drain accumulations of groundwater and rainwater.

**2704.2.2.5 Monitoring.** An *approved* monitoring method shall be provided to detect hazardous materials in the secondary containment system. The monitoring method is allowed to be visual inspection of the primary or secondary containment, or other *approved* means. Where secondary containment is subject to the intrusion of water, a monitoring method for detecting water shall be provided. Where monitoring devices are provided, they shall be connected to *approved* visual or audible alarms.

**2704.2.2.6 Drainage system design.** Drainage systems shall be in accordance with the *California Plumbing Code* and all of the following:

1. The slope of floors to drains in indoor locations, or similar areas in outdoor locations shall not be less than 1 percent.
2. Drains from indoor storage areas shall be sized to carry the volume of the fire protection water as determined by the design density discharged from the automatic fire-extinguishing system over the minimum required system design area or area of the room or area in which the storage is located, whichever is smaller.
3. Drains from outdoor storage areas shall be sized to carry the volume of the fire flow and the volume of a 24-hour rainfall as determined by a 25-year storm.
4. Materials of construction for drainage systems shall be compatible with the materials stored.
5. *Incompatible materials* used in *open systems* shall be separated from each other in the drainage system.
6. Drains shall terminate in an *approved* location away from buildings, valves, *means of egress*, fire access roadways, adjoining property and storm drains.

**2704.2.3 Containment pallets.** When used as an alternative to spill control and secondary containment for outdoor storage in accordance with the exception in [Section 2704.2](#), containment pallets shall comply with all of the following:

1. A liquid-tight sump accessible for visual inspection shall be provided.
2. The sump shall be designed to contain not less than 66 gallons (250 L).
3. Exposed surfaces shall be compatible with material stored.
4. Containment pallets shall be protected to prevent collection of rainwater within the sump.

**2704.3 Ventilation.** Indoor storage areas and storage buildings shall be provided with mechanical exhaust ventilation or natural ventilation where natural ventilation can be shown to be acceptable for the materials as stored.

**Exception:** Storage areas for flammable solids complying with [Chapter 36](#).

**2704.3.1 System requirements.** Exhaust ventilation systems shall comply with all of the following:

1. Installation shall be in accordance with the *California Mechanical Code*.
2. Mechanical ventilation shall be at a rate of not less than 1 cubic foot per minute per square foot [ $0.00508 \text{ m}^3/(\text{s} \cdot \text{m}^2)$ ] of floor area over the storage area.
3. Systems shall operate continuously unless alternative designs are *approved*.
4. A manual shutoff control shall be provided outside of the room in a position adjacent to the access door to the room or in an *approved* location. The switch shall be a break-glass or other *approved* type and shall be *labeled*: VENTILATION SYSTEM EMERGENCY SHUTOFF.

**Exception:** When exhaust systems containing explosive, corrosive, combustible, flammable or highly toxic dusts, mists, fumes, vapors or gases are 100 percent exhausted to the outside, an emergency ventilation system shutoff is not required.

5. Exhaust ventilation shall be designed to consider the density of the potential fumes or vapors released. For fumes or vapors that are heavier than air, exhaust shall be taken from a point within 12 inches (305 mm) of the floor. For fumes or vapors that are lighter than air, exhaust shall be taken from a point within 12 inches (305 mm) of the highest point of the room.
6. The location of both the exhaust and inlet air openings shall be designed to provide air movement across all portions of the floor or room to prevent the accumulation of vapors.
7. Exhaust air shall not be recirculated to occupied areas if the materials stored are capable of emitting hazardous vapors and contaminants have not been removed. Air contaminated with explosive or flammable vapors, fumes or dusts; flammable, highly toxic or toxic gases; or radioactive materials shall not be recirculated.

**2704.4 Separation of incompatible hazardous materials.** *Incompatible materials* shall be separated in accordance with [Section 2703.9.8](#).

**2704.5 Automatic sprinkler systems.** Indoor storage areas and storage buildings shall be equipped throughout with an *approved automatic sprinkler system* in accordance with [Section 903.3.1.1](#). The design of the sprinkler system shall not be less than that required for Ordinary Hazard Group 2 with a minimum design area of 3,000 square feet (279  $\text{m}^2$ ). Where the materials or storage arrangement are required by other regulations to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

**2704.6 Explosion control.** Indoor storage rooms, areas and buildings shall be provided with explosion control in accordance with [Section 911](#).

**2704.7 Standby or emergency power.** Where mechanical ventilation, treatment systems, temperature control, alarm, detection or other electrically operated systems are required, such systems shall be provided with an emergency or standby power system in accordance with the *California Electrical Code* and [Section 604](#).

**Exceptions:**



Mechanical ventilation for storage of Class IB and Class IC flammable and combustible liquids in closed containers not exceeding 6 1/2 gallons (25 L) capacity.

Storage areas for Class 1 and 2 oxidizers.

Storage areas for Class II, III, IV and V organic peroxides.

Storage areas for asphyxiant, irritant and radioactive gases.

For storage areas for highly toxic or toxic materials, see Sections 3704.2.2.8 and 3704.3.4.2.

Standby power for mechanical ventilation, treatment systems and temperature control systems shall not be required where an approved fail-safe engineered system is installed.

**Limit controls.** Limit controls shall be provided in accordance with Sections 2704.8.1 and 2704.8.2.

**2704.8.1 Temperature control.** Materials that must be kept at temperatures other than normal ambient temperatures to prevent a hazardous reaction shall be provided with an approved means to maintain the temperature within a safe range. Redundant temperature control equipment that will operate on failure of the primary temperature control system shall be provided. Where approved, alternative means that prevent a hazardous reaction are allowed.

**2704.8.2 Pressure control.** Stationary tanks and equipment containing hazardous material liquids that can generate pressures exceeding design limits because of exposure fires or internal reaction shall have some form of construction or other approved means that will relieve excessive internal pressure. The means of pressure relief shall vent to an approved location or to an exhaust scrubber or treatment system where required by Chapter 37.

**Emergency alarm.** An approved manual emergency alarm system shall be provided in buildings, rooms or areas used for storage of hazardous materials. Emergency initiating devices shall be installed outside of each interior exit or exit access door of storage buildings, rooms or areas. Activation of an emergency alarm-initiating device shall initiate a local alarm to alert occupants of an emergency situation involving hazardous materials.

**Supervision.** Emergency alarm, detection and automatic fire-extinguishing systems required by Section 2704 shall be supervised by an approved central, proprietary or remote station service or shall initiate an audible and visual signal at a constantly attended on-site location.

**Clearance from combustibles.** The area surrounding an outdoor storage area or tank shall be kept clear of combustible materials and vegetation for a minimum clearance of 25 feet (7620 mm).

**2 Noncombustible floor.** Except for surfacing, floors of storage areas shall be of noncombustible construction.

**3 Weather protection.** Where overhead noncombustible construction is provided for sheltering outdoor hazardous material storage areas, such storage shall not be considered indoor storage when the area is constructed in accordance with the requirements for weather protection as required by the *California Building Code*.

**Exception:** Storage of explosive materials shall be considered as indoor storage.

op ↩ Previous Section ➞ Next Section To view the next subsection please select the Next Section option.

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